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Agreement

between the

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

and the

Chassell Education Association/CCEA

2020-2021

(Expires June 30, 2021)

July 1 2020 - June 30, 2021

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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, and 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 may 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.
- G. In the event a teacher in grades 7-12 is assigned to teach a seventh contact hour in place of a 6th contact period, the teacher shall be compensated at the rate of three thousand five hundred dollars (\$3,500) per semester.
- F. Compensation for teachers filling in as principal.
\$50.00 per day.

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.

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.
- 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. 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

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. The Board shall adopt policies which comply with Section 164(h)(1)(d) of PA 1080 of 2017 and Communicate the details of those policies no later than October 1 of each year. Such policies shall Not, in any way, be interpreted as to alter the provisions contained in this Collective Bargaining Agreement are found to be contrary to law by a court of competent jurisdiction.

CHASSELL TOWNSHIP SCHOOLS – SCHEDULE A

2019-2020 Teacher Salary Schedule (0.5% Increase and steps)

Step	BA	BA+C	MA	MA+15	MA+30
0	31,989	33,453	34,915	36,379	37,839
1	33,590	35,127	36,665	38,197	39,733
2	35,190	36,801	38,408	40,019	41,626
3	36,790	38,475	40,156	41,836	43,517
4	38,391	40,145	41,899	43,654	45,408
5	39,992	41,819	43,647	45,473	47,302
6	41,588	43,490	45,390	47,295	49,193
7	43,186	45,165	47,137	49,109	51,083
8	44,788	46,836	48,882	50,931	52,978
9	46,385	48,512	50,629	52,750	54,868
10	47,988	50,181	52,376	54,568	56,760
11	49,587	51,853	54,120	56,388	58,652
		Longevity	12-15	700	
			16-18	1,300	
			19-21	1,900	
			22-24	2,500	
			25+	3,100	

2020-21 Teacher Salary Schedule (1.5% Increase and steps)

Step	BA	BA+C	MA	MA+15	MA+30
0	32,469	33,955	35,438	36,925	38,407
1	34,094	35,654	37,215	38,770	40,329
2	35,718	37,353	38,984	40,619	42,250
3	37,342	39,052	40,758	42,463	44,170
4	38,967	40,747	42,528	44,309	46,089
5	40,592	42,446	44,301	46,155	48,011
6	42,212	44,143	46,071	48,004	49,931
7	43,834	45,843	47,844	49,846	51,849
8	45,460	47,538	49,615	51,695	53,773
9	47,081	49,239	51,388	53,541	55,691
10	48,708	50,933	53,162	55,386	57,611
11	50,331	52,631	54,932	57,234	59,532
		Longevity	12-15	700	
			16-18	1,300	
			19-21	1,900	
			22-24	2,500	
			25+	3,100	

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 may be given by the Board. Full credit may be given for the first five (5) years, with further credit at the discretion of the Board, but no credit may be given for a fractional part of a year.

CHASSELL TOWNSHIP SCHOOLS

SCHEDULE B

Basketball - Varsity	\$3,800
Basketball - J.V.	2,500
Basketball - Jr. High	1,100
Basketball – Elementary (2 coaches).....	300 each
Track - Head Coach	1,800
Track - Assistant Coach	800
Track - Jr. High	800
Cross Country.....	2,000
Volleyball - Varsity	3,200
Volleyball - J.V.	1,700
Volleyball – J.H.....	650
Golf	1,000
*Grade 12 Advisor	750
*Grade 11 Advisor	370
Camp Nesbit (advisor).....	400
Camp Nesbit (assistant advisor).....	300
High School Quiz Bowl.....	550
National Honor Society.....	390
Robotics.....	725
Science Olympiad.....	550
Student Council.....	675
Summer Band (per performance).....	50
Summer Newsletter.....	250

Instrumental Music and Choral

(A) Concert - \$500 per concert, maximum of 2 per year

(B) Basketball - \$50 per game, maximum 15 games

* The Junior and Senior class advisors will be open for teachers to apply for and that teacher will stay with the class for two years, 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. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract.

The District shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HAS) funding described below for each medical benefit plan coverage year.

2020 Calendar Year

\$6,818.87 times the number of Single Subscribers	(\$568.24 monthly)
\$14,260.37 times the number of 2-person Subscribers	(\$1,188.36 monthly)
\$18,596.96 times the number of Family Subscribers	(\$1,549.74 monthly)

2021 Calendar Year

\$7,043.89 times the number of Single Subscribers	(\$586.99 monthly)
\$14,730.96 times the number of 2-person Subscribers	(\$1,227.58 monthly)
\$19,210.66 times the number of Family Subscribers	(\$1,600.89 monthly)

These annual District paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Employees who enroll in a Choices medical plan shall have all of the District Hard Cap contribution paid towards the MESSA medical plan premium.

Should the premium be below the Hard Cap, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. By the first paycheck in January any employee will receive a lump sum payment in any method the employee selects below:

- A stipend paid separate from the regular payroll check
- A contribution to the member's tax deferred account; (403b, 457 etc.)
- A contribution to their Flexible Spending Account (FSA)

or may have any deductibles and co-pays reimbursed by the employer up to the Hard Cap.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HAS accounts administered through HEQ.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HAS up to the maximum amounts allowed by Federal law.

For the 2020 medical benefit plan coverage year, employees shall have the following MESSA medical plans available in MESSA Packages:

1. MESSA Package 1 MESSA Choices, \$500/\$1000, \$20 OV, Saver Rx
2. MESSA Package 2 MESSA ABC Plan 1, \$1400/\$2800, ABC Rx
3. MESSA Package 3 MESSA Choices, \$1000/\$2000, \$20 OV, Saver Rx
4. MESSA Package 4 MESSA ABC Plan 2, \$2000/\$4000, ABC Rx, 20% coinsurance

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HAS eligibility is increased beyond the current deductible level in MESSA ABC Plan 1 and MESSA ABC Plan 2, the deductible will automatically adjust to meet the federal minimum requirement.

All other non-medical MESSA Ancillary benefits described (below, in this Article/Section/etc.) shall be fully employer paid and provided to all employees in the bargaining unit.

Non-medical MESSA Package B benefits:

1. MESSA Life Insurance \$10,000 w/AD&D
2. MESSA/Delta Dental Plan Class I-80%, Class II-80%, Class III-80%
\$1,000 Max, Class IV-80%, \$1,300 Lifetime Max, 2 cleanings
3. MESSA/Vision Service Plan VSP 3 Plus P

Teachers electing not to take health insurance coverage will be paid "cash in lieu stipend" of:

- Single - \$520.00 per month
- 2-Person - \$540.00 per month
- Family - \$560.00 per month

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.
- D. If a teacher is laid off or retires at the end of the school year, they will continue to receive their health insurance coverage through August of that year.

ARTICLE X

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. 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 XI

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 XII

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 **two 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 eighty (180) days.

5. Illness in the immediate family is defined as illness of a spouse, mother, father, sister, brother, child and grandparents. Requests for sick leave for persons outside of the immediate family may be submitted to the Superintendent and, if approved, will be charged against accumulated sick leave.
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 fifty dollars (\$50.00) per day for their unused sick leave up to 180 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. 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 return from such leave, provided a job is available for which the Teacher is qualified such teacher shall be placed at the same position on the salary schedule as when they left.

L. Local Association Business

A teacher engaged during the school day in negotiating on 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

The Board shall credit the Association with three (3) teacher days for professional business. These days are to be used for the purpose of attending conferences, workshops or seminars conducted by the Michigan and National Education Association and/or affiliate departments thereof..

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

Five (5) 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. Unused personal leave days cannot be carried over to the next year as personal leave. Any personal leave days up to the maximum of three (3) that remain unused at the end of the school year will be credited to the teacher's accumulated 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. A teacher shall be allowed to resume and continue the job the teacher held prior to the taking of the leave, provided the teacher returns at the conclusion of the FMLA authorized leave (i.e. up to 12 work weeks). If a teacher absence due to a child care leave exceeds the FMLA leave period, the Teacher shall be returned to any open vacancy for which the Teacher is qualified, at the District's discretion.

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 XIII

ASSOCIATION MEMBERSHIP

- A. 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, 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.
- B. 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.
- C. In the event that a teacher shall not pay such service fee directly to the Association, 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 XIV

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 XV

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 XVI

EMPLOYEE DISCIPLINE

- A. 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 XVII

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 (excluding the composition of school improvement committees established under section 1277 of the Revised School Code, 1976 PA 451, MCL 380.1277), 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 (excluding the composition of school improvement committees established under section 1277 of the Revised School Code, 1976 PA 451, MCL 380.1277).
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.
4. The Master Agreement may not be modified in whole or in part except by mutual, written agreement by the Association and the Board.

ARTICLE XVIII

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 XIX

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.
- C. "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."

ARTICLE XX

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 XXI

JOINT LEADERSHIP COUNCIL

A Joint Leadership Council will be established and there will be representatives from the following:

- Two (2) appointed by the Board
- Two (2) appointed by the Association (1 Elementary and 1 Secondary)
- District administrator(s)

A chairperson shall be elected by a majority vote of the Joint Policies Council.

The council shall meet no less than once per quarter during the regular school year and advise (report to) the Board on such matters as student discipline, student rights, teaching techniques, courses of study, textbooks, curriculum, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications and related matters. When recommendations are submitted to the Board from the Joint Leadership Council, the Board shall act on such recommendations within thirty (30) days of their submission.


ARTICLE XXII

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 13, 2020, and will continue and remain in full force and effect until June 30, 2021.

IN WITNESS WHEREOF, the parties hereunto set their hands this 13th day of August 2020.

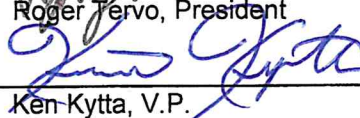
COPPER COUNTRY EDUCATION ASSOCIATION
MEA/NEA

By 
Sarah Hoekstra, President

By 
Marco Guidotti, V.P.

CHASSELL TOWNSHIP SCHOOLS
BOARD OF EDUCATION

By 
Roger Tervo, President

By 
Ken Kytta, V.P.