

# MASTER AGREEMENT

Between  
Cassopolis Public Schools  
and the  
BCEA - MEA - NEA

2008-2009



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## COLLECTIVE BARGAINING AGREEMENT

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

### ARTICLE I

#### PURPOSE

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

## ARTICLE II

### RECOGNITION

Section A: The Board recognizes the BCEA as the exclusive bargaining representative for all MDE certified teaching personnel, counselors and including persons in positions requiring a bachelor's degree or above and are teaching under special permit authorized by the State Board of Education pursuant to Public Act 25 of 1990, excluding supervisory and executive personnel, school psychologist, vocational education director, and director of adult education. The Board further agrees that for the duration of this Agreement, it will not recognize or bargain with any entity other than the BCEA with respect to the compensation and working conditions of the teachers.

Section B: It is agreed by the Board and the Association that neither shall discriminate against any teacher because of race, creed, sex, nationality, religion, nor shall they discriminate against any teacher because of his exercising rights reserved to him under State or Federal Law.

Section C: In accordance with the terms of this Section, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should involuntary payroll deduction become legally disallowed, the Employer shall, at written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Section is just cause for discharge from employment.

Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph 4 of this Section, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. Following the receipt of the written authorization from the bargaining unit member or the Association, the deductions will be made in equal amounts from each paycheck starting with the second paycheck in September and continuing for a total of 20 consecutive pays. For any individuals choosing to have 21 pays or taking a lump sum payment at the end of the year, the balance of the dues payable will be taken in one lump sum from the final paycheck. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Agency Shop provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:



- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

Other Deductions. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MESSA programs not fully Employer-paid, credit union, savings bonds, annuities, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

Section D:

The Board and the Association recognize that every teacher shall have the right, pursuant to the Michigan Employment Relations Act, to freely organize, join and support an organization for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board and Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws, that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in an organization, participation in any activities of that organization or collective professional negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

## ARTICLE III

### BOARD RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect, unless changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 336 of the Michigan Public Acts as amended. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, 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 or extra duties to employees, determine the size of the work force and to lay off employees in compliance with the express terms of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including all aspects of instruction, automation thereof or changes therein, the institution of new and/or improved methods or changes therein limited only by the express terms of this Agreement.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions, in compliance with State and Federal statutes.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria limited only by the express provisions of this Agreement and in compliance with all State and Federal statutes.

## ARTICLE IV

### TEACHER'S RIGHTS

- Section A: All rights granted to teachers hereunder shall be in addition to those provided by Federal and State statutes.
- Section B: Each teacher shall have the right to review the contents of his personnel file by the end of the work day following his request. A representative of the Association may, if the teacher so desires, accompany the teacher during such review. No material, except for statistical information, may be placed within a teacher's personnel file without the teacher being informed prior to or at the time the material is being placed therein. The teacher will be given the opportunity to file a response thereto, which response shall be attached to the original material.
- Section C: The parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the areas of their specialization. Teachers who desire to attend selected professional conferences and who have received the prior approval of the administration will be paid actual conference related expenses. Meal expenses shall be reimbursed at a daily rate not to exceed fifty dollars (\$50). All preset registration, lodging, and transportation expenses shall be paid by the District prior to conference attendance. Mileage, meals, and other unknowns will be reimbursed after receipts are received by the administration office. If a teacher uses his own car, he will be paid at the established mileage rate for the District. When two (2) or more teachers are attending the same meetings, travel expenses will be allowed for only one (1) car, unless there are unusual circumstances in the judgment of the administration. Teachers attending such conferences and meetings will be granted sufficient leave time without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.
- Section D: The Board and the Association recognize that the ability of pupils to progress and mature academically is a shared result of school, home, economic, and social environment.
- Section E: Academic Freedom
1. Both the Employer and the Association recognizing the importance of seeking to inspire students to develop respect for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint. No special limitations shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within curriculum guidelines. Unresolved issues related to course content and curriculum will be brought before the Instructional Council for resolution. Any decision made by the Instructional Council may be appealed to the Board of Education.
  2. Bargaining unit members may choose appropriate supplemental materials and generally accepted teaching techniques consistent with the educational goals and objectives of the Board of Education. All instructional materials, methods, lesson plans, other creative or decorative materials, written, composed, created or devised by a bargaining unit member during his/her employment and paid for by the District shall remain the property of the District unless mutually agreed.

Section F:

All teacher evaluations, both probationary and tenure, shall be conducted in the following manner:

1. CLASSROOM OBSERVATIONS –
  - A. A certified administrator must observe the teacher in the classroom. Probationary teachers shall be evaluated according to the Michigan Teacher Tenure Act. Tenured teachers shall be evaluated according to the Michigan Teacher Tenure Act at least once every three (3) years. The evaluation process shall be concluded by May 1 of that school year. The administrators, as of the date of the ratification of this Agreement, are exempt from the "certified" requirement.
  - B. A meeting will be held with the teacher within five (5) school days after each observation.
  - C. Should the administrators desire an additional visit for the purposes of evaluation, they may conduct an unscheduled observation within the time lines in (A) above.
  
2. WRITTEN EVALUATION -
  - A. A written evaluation will be given to teachers being evaluated no later than May 1<sup>st</sup> of the school year. There must be a conference between the teacher and the administrator within five (5) working days following the receipt of each written evaluation. Such conferences are for the purpose of clarifying differences of opinion, suggesting the areas of improvement, restating areas of strength, counseling areas of weakness and assisting in the formation of professional growth.
  - B. At the request of the teacher, principal, or the superintendent, a second conference will be held within five (5) working days of the conference described in Section 2a above, for the purpose of again reviewing the evaluation. If the teacher desires, he may have an Association representative or teacher of his choice present at this conference. The conference shall provide a basis for specific comments and discussions of strengths and weaknesses and suggestions for future growth as well as the development of ideas and plans for the present.
  
3. Should the teacher desire an additional classroom visit, conference, and written evaluation, said teacher can request this in writing within five (5) school days of the last conference and written evaluation by the administrator. Said teacher can request and have the building administrator assign a different administrator to perform the additional classroom visit, conference, and written evaluation.

Section G:

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

1. If the administration feels that any written complaint might become part of a teacher's personnel file, the administrator will notify the teacher of the complaint within five (5) school days of its receipt.
2. Within five (5) school days after such notification, the teacher may request a conference with the administrator and request the presence of an Association representative if he desires.
3. The administration or teacher may request the presence of the complaining party at said conference. Material will be placed in the teacher's personnel file only after the conference has been held, and the teacher has been given an opportunity to respond.

Section H:

Teachers who will be affected by a change in grade or building assignment in the elementary school grades and by change in subject or building assignment in the secondary grades will be notified and consulted before the last scheduled work day of the school year or June 1, whichever occurs first.

1. Any change from this assignment will be brought to the attention of the teacher as soon as it becomes apparent that a change will be made. Such change cannot be made until all attempts have been made to notify and consult said teacher.
2. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates.

Section I:

1. Any case of physical assault upon a teacher while the teacher is on official legitimate school business shall be reported within seventy-two (72) hours (3 business days, excluding spring and winter break) to the Board or its designated representative. The teacher may obtain legal counsel concerning his/her rights and obligations with respect to such assault. The Board will provide reimbursement of up to \$300 for such legal fees.
2. In the event of destruction of a teacher's personal property directly attributable to the performance of his legitimate official school business, the teacher may, within seventy-two (72) hours (3 business days) of such event, (excluding Spring and Winter break) petition the Board through the Superintendent for consideration of remuneration. The decision of the Board as to the extent of its obligation shall be final.
3. It is expressly understood that the above obligations of the Board do not apply in incidents where the teacher was either proven negligent or acting outside of the rules and regulations of the District.

Section J:

A teacher, at his request, shall be entitled to have present an Association representative when any discipline is being exercised under this Agreement. No action shall be taken with respect to that teacher until such representation is present. Except in cases of emergency, the teacher shall have no more than two (2) school days to obtain an Association representative of his choice.

Section K:

Discipline of Teachers.

1. No teacher shall be disciplined without just cause. Non-renewal of a probationary teacher due to performance shall not constitute discipline.
2. The Board subscribes to a policy of progressive discipline which may include verbal warning, written warning, reprimand, suspension, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

Section L:

If a 7-12 teacher is requested by an administrator to temporarily substitute during his/her preparation period, he/she shall be paid at a rate of one fourth per diem of base pay per period. If a K-6 teacher is requested by an administrator to substitute during their preparation period, they will be paid at a rate of one-ninth per diem of base pay. The administration is limited to two (2) assignments per trimester per 7-12 teachers and three (3) assignments per semester per K-6 teachers. Beyond three (3) assignments, teachers may choose to accept or reject additional requests without consequences.

If teachers are requested by an administrator to take another class or portion thereof for an absent teacher for any part of a day, they will be paid a prorated portion of the amount paid to a 0 to 30 day long term substitute teacher.

## ARTICLE V

### ASSOCIATION RIGHTS

Section A: The parties agree that every employee suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 1231 of the School Code (MCLA 380.1231, MSA 15.41231) and that every such contract shall contain the following:

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

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

Section C: When the Board determines that an instructional vacancy exists, the Superintendent shall notify the Association or the BCEA within five (5) working days of such determination. Such notification shall be made by telephone, certified mail or personal contact. Opportunities shall be provided for teachers to express their desire to fill such vacancy for a period of ten (10) working days after the receipt of the notice by the Association or the BCEA.

Teachers wishing a change in subject or grade assignment or building will notify the administration of their desire by the end of each school year. Such teachers shall be given first consideration in the filling of any vacancies which arise in the positions in which they have expressed interest. However, the decision of the Board in filling such vacancies will be final.

During the summer recess, the Board may fill any vacancies which arise within the thirty (30) calendar day period prior to the first day of scheduled classes without observing the ten (10) work day posting period, provided that the Association is given prior notification except that no vacancy posted prior to the said thirty (30) day period shall be posted for less than ten (10) working days, except by mutual agreement between the parties.

Section D: Extra Duty Vacancies

1. When the Board determines that an extra duty vacancy exists, the Superintendent shall notify the Association and post the vacancy for ten (10) working days. Teacher applicants from within the District will be interviewed and evaluated. A teacher within the District who meets the qualifications will be selected. Should no teacher meet the qualifications, the position will be re-posted. The District may then select the best qualified applicant from within or outside the District.
2. Positions held by non-teaching and teaching personnel need not be re-posted until there is a vacancy.
3. Evaluation of head coaches shall be conducted by the Athletic Director. Evaluation of assistant coaches shall be conducted by the Athletic Director with input from the head coach.

4. The content of any evaluation is not grievable. If an employee does not agree with the assessment of job performance, the employee may permanently attach a rebuttal to the evaluation before the evaluation is placed in the personnel file. Further, the employee shall be granted the opportunity to have the evaluation reviewed by the evaluator's immediate supervisor.
5. Should a teacher leave the bargaining unit during the school year, they may remain in the coaching position at the discretion of the Board.

- Section E: The Association shall have the right to use the school buildings and facilities, and equipment, provided that such use is cleared with the building administrator. The Association will furnish its own supplies.
- Section F: The BCEA shall have the right to post notices of activities and matters relating to BCEA business on teacher bulletin boards in the teacher lounges. All material to be posted shall contain nothing of a defamatory nature.
- Section G: The BCEA may use the regularly established District mail service and teacher mail boxes for communication of BCEA business to teachers, provided nothing of a defamatory nature is transmitted therein. All material placed in the District mail shall be signed by an official of the BCEA.
- Section H: The Board agrees that prior to the effective date of any rules or personnel policies established by it relating to salary, hours and working conditions of teachers, it shall give the Association reasonable notice of any such rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before its effective date.
- Section I: The first Wednesday of each month shall be reserved for Association executive meetings. The third Wednesday of each month shall be reserved for Association general meetings. Members shall be allowed to leave their buildings in sufficient time to attend Association meetings, which shall not start earlier than ten (10) minutes after the dismissal of the latest building.
- Section J: Teachers shall not be required to report in advance of the regular reporting date for teachers according to the adopted school calendar, nor be required to remain after the regular closing date for school according to the school calendar, unless mutually agreed to by the teacher and the Board or by the Association and the Board. Compensation shall be pro-rated on the basis of the teacher's current salary, unless otherwise indicated in this Agreement.
- Section K: The President of the Association may use his/her conference or planning period to conduct the bargaining unit's business without loss of pay or other benefits, provided it does not interfere with his/her assigned duties and responsibilities with the District.
- Section L: Authorized representatives of the Association whose names shall be submitted to the Superintendent and building principal in advance shall be permitted to transact official Association business related to this contract, under conditions which will not interfere with nor impair a teacher's assignment or the normal operation of the school.
- Section M: Copies of this Agreement entitled "Master Agreement between the Cassopolis Public Schools and the BCEA-MEA-NEA" shall be printed at the expense of the Board within thirty (30) days or as soon thereafter as possible after the Agreement is signed and presented to all regular full time teachers now employed or hereafter employed. Further, that the Board shall furnish ten (10) copies of the Master Agreement to the Association for its use.
- Section N: At the beginning of the school year, the Association shall be credited with eight (8) days to be used by the Association officers or designated Members with the approval of the Superintendent. The Association agrees to request such days no less than three (3) calendar days in advance and shall pay for the cost of the substitute.



## ARTICLE VI

### TEACHING CONDITIONS

#### Section A:

1. Classroom Teachers. The normal work week of no more than thirty-six and one-fourth (36 1/4) hours for full-time teachers regularly assigned as K-12 classroom teachers shall include:
  - a. Twenty-five (25) hours of classroom teaching or supervised study per week;
  - b. Five (5) hours of preparation per week; and
  - c. Five (5) additional hours of student supervision, preparation, or conference time, provided that elementary teachers in grades one (1) through six (6) shall have two (2) uninterrupted preparation periods per day of at least fifteen (15) minutes each, which periods may, in the discretion of the principal, coincide with the student's recess period.

Elementary teachers shall have no noon hour supervision of students. Elementary teachers will supervise any students that they "keep in", but not those who bring in an excuse to stay inside.

Secondary teachers shall not be required to supervise students during noon-hour.

Secondary teachers shall have a thirty minute uninterrupted lunch period and a minimum of one period uninterrupted preparation.

2. Other Teachers. The normal work week for full-time guidance counselors, speech therapists, librarians, physical education instructors and others engaged in activities involving special instruction shall be substantially equivalent to the work week of teachers at the grade level or levels to which assigned.
3. Part-time Teachers. The normal work week for part-time teachers shall be adjusted on an individual basis, in accordance with the number of hours employed and the duties assigned.
4. Lunch Period. Each full-time secondary teacher shall have an assigned, duty-free lunch period of thirty (30) minutes, such lunch period shall be scheduled between 10:15 AM and 1:15 PM.

Each full-time elementary teacher shall have an assigned, duty-free lunch period of forty (40) minutes, provided, however, that the duration of the lunch period may be reduced to not less than thirty (30) minutes with the consent of the teacher and provided further that, except as a teacher shall otherwise agree, such lunch period shall be scheduled between 10:15 AM and 1:15 PM.

5. On full in-service days, member work hours shall be 8 a.m. to 3 p.m. with a 60 minute lunch. On teacher work days, members may leave when their work is completed with permission from the building administrator.
6. On half day inservices, members shall have a 60 minute lunch and a work day equivalent to 385 minutes (6 hours and 15 minutes).
7. On parent-teacher confernece days, members will not be required to be present other than the scheduled conference times unless mutually agreed upon by the member and the administraton.

#### Section B:

On Fridays and on days preceding holidays or vacations, the teacher's day shall end at the end of the pupil's day.

- Section C: Teachers shall be at their buildings on days when students are not in attendance at the regularly established time and shall not leave the building except for a sixty (60) minute lunch period until the end of the established time. Teacher record days shall be reserved basically for working on records and teaching materials, with one (1) hour which may be used for administration meetings.
- Section D: Extracurricular activities may begin immediately after the close of the pupil's regular school day, provided arrangements have been made with the principal for the teacher to fulfill his regular obligations in Section A.
- Section E: Hours in Section A are mandatory, provided that the building principal may excuse a teacher earlier for a specific purpose.
- Section F: Teachers, unless excused by the principal, will attend all meetings called by the administration. Teachers will have forty-eight (48) hours notice prior to such meetings except in cases of emergency.
- A limit of four (4) hours per month (September through May) will be allowed under the following guidelines:
- \* Meetings shall not last more than 1 ½ hours beyond the end of the school day.
  - \* An emergency situation that requires debriefing of the staff by the crisis response team.
  - \* These meetings may not be held on Friday or a day that precedes a holiday.
  - \* The administrator can call other staff meetings and attendance can be requested but not required.
- Section G: The Board shall make available, whenever possible, in each school building, a lunchroom, rest room, and lavatory facilities exclusively for teacher use. At least one room, appropriately furnished, shall be reserved for use as a faculty lounge.
- Section H: The Board agrees to provide the following whenever possible:
1. Reasonable (as determined by the Board of Education) materials to aid teachers in preparation and presentation of instruction.
  2. Paved accesses and parking facilities and an area to be reserved near each building for the loading and unloading of materials and equipment.
  3. Telephone facilities for professional and/or other reasonable purposes. Teachers are to pay for any personal toll calls. Telephones should be used at times when the use thereof does not interfere with the teaching assignment except in the case of an emergency. If the call is confidential in nature, the principal shall make a phone available that may be used privately. In the event this privilege is abused, the building principal shall take steps necessary to correct the abuse.
  4. A desk for each classroom teacher.
  5. Space which can be locked shall be provided for teacher's personal articles.
  6. Storage space in each classroom and/or building for instructional materials.
  7. A "teacher edition" when practicable, or a copy of each text used in the subject matter a teacher is assigned to teach.
- Section I: All teachers are required to prepare and keep up-to-date records of their students' progress, lesson plans, and such other necessary records and/or information as may be required. Cumulative records shall be kept up-to-date. Building principals may request at

any time that all of a teacher's records be delivered to the principal's office for inspection and verification as soon as teaching responsibilities permit.

Section J:

The assignment of duties to non-certified employees shall be the responsibility of the principal. The assignment of such employees to a classroom, study hall, library, cafeteria, playground or any other area over which a teacher has primary responsibility will be made after the building principal has conferred with the teacher or teachers who are charged with the supervisory responsibility of the students. In the event a non-certificated employee interferes with a teacher in the execution of his responsibilities, the teacher shall notify the building principal of the interference and as soon thereafter as is reasonably possible submit a signed written report of the incident setting forth all of the facts and the teacher's recommendation.

Section K:

The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that where in its judgment, smaller classes will enhance the learning opportunities of the pupils, it will continue its efforts to maintain class size as much in keeping with this necessity as is dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as administratively deemed feasible. When the number of students in attendance in a K-6 classroom is thirty (30) or more as of the September official count day, the Board of Education will compensate the teacher \$12.50 per hour upon written notification from the teacher to the building administrator. The building administrator shall have a two day grace period for the Board to meet the requirements of this section for the classroom with thirty (30) or more students. When the number of students assigned to teachers 7-12 having sections with thirty-three (33) or more (except music, band, or P.E.) as of the September official count day, the Board of Education will compensate the teacher \$12.50 per hour upon written notification from the teacher to the building administrator. The building administrator shall have a two day grace period for the Board to meet the requirements of this section for the classroom with thirty-three (33) or more students. The Board may assign aides to any teacher when, in their opinion, an aide is needed. It shall be the teacher's responsibility to provide written notification to the building administrator if the students in attendance falls below this requirement. Failure to provide written notification shall require the teacher to reimburse the District for the amount paid during the period students in attendance were below this requirement. The classroom limits shall not apply to flexible grouping, team time or other mutually agreed upon programs.

Section L:

An elementary parent-teacher conference on released time will be scheduled for each elementary student on a day designated at least once each semester for the purpose of reporting to the parent a student's progress and to promote better communications between the teacher and the parent. The conference will be fifteen (15) minutes in duration. A copy of the parent-teacher conference schedule will be filed in the principal's office to ensure the coordination of the schedule with other teacher's schedules.

The following section will be implemented for the 2006-2007 school year. It will be evaluated for its effectiveness and possible revisions by the Administration and the Association no later than June 1, 2007. The process of secondary parent-teacher conferences may be revised by mutual agreement.

Secondary parent-teacher conferences shall be scheduled close to the end of trimesters 1 and 2. A third parent-teacher conference day is scheduled during trimester 3 and is a day to provide teachers with appropriate time to contact and meet parents of students who are not meeting academic expectations. At the seventh and eighth grade levels, the conferences for trimesters 1 and 2 will be student-led conferences.

Parent-teachers conferences will be held on dates and in the format and schedule as agreed to in Appendix B – Calendar.

- Section M: The administration shall continue to support and assist teachers with respect to the maintenance, control and discipline in the classroom. Whenever it appears to the administration and the teacher that a particular pupil would benefit from special counseling or services of a social worker, law enforcement personnel, physician or other professional person, the administration will take reasonable steps to the extent practical and possible with respect to such pupil. Discipline matters which the teacher feels require the enforcement of the discipline code should be referred to the building principal in a manner consistent with the discipline code.
- Section N: No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.
- Section O: All challenges to a teacher's assignment of a grade shall be handled in accordance with PA 1988 No. 232 (MCLA 380.1249) and Board policy.

## ARTICLE VII

### PROFESSIONAL COMPENSATION

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

Section B: Pay day for teachers shall be every other Friday throughout the calendar year, unless teachers elect one of the following options:

1. Twenty-one (21) pay periods -- teachers shall notify the business office at least thirty (30) days prior to the start of each school year.
2. Lump-sum pay -- teachers wishing that the amount to cover the 21st to 26th checks be issued as a final pay check on the next scheduled pay day following the teacher's last work day shall give written notice thirty (30) days prior to the start of each school year.

To the extent possible, pay checks will be distributed on the last work day prior to a pay day which falls on a holiday. During the winter and spring breaks, however, pay checks will be available on the scheduled payday at the Administration office during designated hours. This provision does not apply when normal conditions are interrupted due to an emergency situation.

Except during days when school is not in session, pay checks will be placed in the teacher's mailboxes by the beginning of the first teacher lunch period in each building.

ARTICLE VIII

PROFESSIONAL GROWTH

Section A: Tuition Reimbursement

1. The Board will pay the actual cost of tuition for classes taken up to the current charge per graduate credit at Western Michigan University for tenured, bachelor teachers enrolled in an approved advanced degree program.
2. Limits The Board limits its responsibility to a maximum total payment of \$7,500 per contract year (September 1 - August 31) for all teachers involved. No teacher shall receive payment for a second class unless the maximum total payment has not been reached.
3. No Payment No tuition payment shall be in addition to tuition paid under any other grant or scholarship.
4. Prior Approval Prior approval of the course must be given by the Superintendent on District provided forms.
5. Successful Completion To receive tuition reimbursement, evidence of successful completion of the approved course with a minimal grade point of 2.5 or equivalent or a PASS or CREDIT if taken on that basis, must be presented to the Superintendent.

Section B: Teachers on the MA and MA+30 salary schedule may qualify for an additional \$500 at Step 20 and \$500 at Step 25.

1. To qualify at Step 20, a teacher must earn five (5) approved graduate level credits after reaching Step 17. Such credits must be approved in advance, in writing, by the Superintendent or designee.
2. To qualify at Step 25, a teacher must earn five (5) approved graduate level credits after reaching Step 20. Such credits must be approved in advance, in writing, by the Superintendent or designee.

## ARTICLE IX

### ILLNESS OR DISABILITY LEAVES

Section A: At the beginning of each school year, each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year, not to exceed one hundred sixty (160) days. Teachers not completing a full school year shall have their annual sick leave for that year prorated. When personal sick days are needed beyond what an individual has accrued, those additional days shall be deducted from the teacher's pay. The leave days may be taken by a teacher for the following reasons and subject to the following conditions based on current court decisions:

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

Section B: Any teacher hired after the beginning of the school year shall accumulate one (1) day of paid sick leave for each month he is under contract.

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

Section D: The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total accumulated sick leave credited to him.

Section E: In addition, each teacher shall be allowed two (2) days of personal leave per school year to be taken a full day or half day at a time. Both shall be for the purpose of permitting the teacher to transact personal business provided arrangements for leave have been made at least twenty-four (24) hours in advance to the Superintendent's office and approved by the Superintendent of Schools.

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

Additional considerations:

- If an "Act of God" day occurs that keeps a CEA Member from being able to travel and report to work on the first day after any vacation or holiday, the CEA member will be required to notify their principal/ immediate supervisor as soon as is practically possible and the CEA member will be allowed to use personal leave (if they have personal leave accumulated and available for use).

- Any CEA member calling in sick on the day immediately before or after a vacation or holiday will be required to provide a "certificate from a doctor indicating the nature of his illness" as per Article IX Section C.

Section F:

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

If an employee becomes disabled (as a result of a work related injury and/or disease) and said employee returns to work within a calendar year, he/she is entitled to return to his/her same position. Otherwise, said employee is entitled to return to a position for which he/she is properly certified and qualified upon recovery from that disability.

Section G:

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

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



Article X

Funeral Leave

- Section A: A funeral leave exclusive of accumulated sick leave, shall be granted, with pay for a period not to exceed five (5) days per incident to attend the funeral of a teacher's immediate family, to include the present spouse, son, daughter, father, mother, brother, sister, grandchildren, and stepchildren.
- A funeral leave, exclusive of accumulated sick leave, shall be granted with pay, if approved by the Superintendent, for a period not to exceed one (1) day per incident, to attend the funeral of a person who, in the past and over many years, has had an immediate family-like relationship with the teacher.
- Section B: A funeral leave exclusive of accumulated sick leave, shall be granted with pay for a period not to exceed two (2) days to attend the funeral of a teacher's son-in-law, daughter-in-law, sister-in-law, and brother-in-law, mother-in-law, father-in-law, and grandparents.
- Section C: If an employee or former employee of the district were to die, the Cassopolis Education Association and the District, in partnership, shall make all reasonable efforts so that staff deemed necessary shall be released to attend the deceased's funeral.

## ARTICLE XI

### FAMILY CARE LEAVES

- Section A: Subject to the provisions herein, the Board shall grant the following unpaid leaves of absence, which may be extended at the Board's discretion:
1. Maternity Leave. A leave for a pregnant teacher which shall commence either at the end of her disability period due to pregnancy, or as provided in subsection 2 below.
  2. Child Care Leaves. A leave so that the teacher may tend primarily to the care of his/her child.  
Teachers requesting such leaves shall make application to the Superintendent two (2) months prior to the effective date of such leave.
  3. Adoptive Leave. A leave so that the teacher/foster parent may tend primarily to the care of a pre-school age adopted child.  
Teachers requesting such leaves shall make application to the Superintendent at least one (1) month prior to the effective date of such leave.
  4. Family Care Leave. A leave granted so that a teacher may tend primarily to the care of an ill or disabled parent, child, or spouse. Teachers requesting such leaves shall make application to the Superintendent at least two (2) months prior to its effective date, except in cases of emergency.
- Any of the above leaves may be granted consecutively or for similar purposes at the discretion of the Board.
- Section B: Child care, adoptive and family care leaves shall commence at the beginning or ending of a marking period, semester, or school year, as determined by the Board, considering individual circumstances.
- Such leaves shall be granted for a period not to exceed one (1) year, but may be extended at the Board's discretion.
- If leave under this Article is eligible for Family Medical Leave Act leave, such leave shall be concurrent with FMLA leave under Board of Education Policy 3430.
- Section C: A teacher shall give written notice to the Board of his/her intent to return by April 1 or sixty (60) days prior to the termination of said leave, whichever is sooner.
- Section D: Such leaves will be granted without compensation, experience credit, or sick leave accumulation. Upon returning from such leave, the teacher will be restored to his/her former step on the salary schedule as when he/she left, shall retain seniority and be entitled to benefits accrued prior to said leave. A CEA member who completes a family leave that extends for one year or more shall not accumulate or lose any seniority during that leave.
- Section E: A teacher whose leave is for less than ninety (90) days shall be reinstated to his/her former position upon returning. A teacher returning from a leave of ninety (90) days or longer shall be returned to a position for which he/she is qualified.
- Section F: Failure to return from such leaves at the time specified shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.

## ARTICLE XII

### SABBATICAL LEAVE

Section A: Sabbatical leave shall be granted to any teacher of the school District. Qualifications which should be met by the person applying for sabbatical leave are:

1. Applicant must hold a life or permanent type certificate.
2. Applicant must have seven (7) years of satisfactory service as a full-time teacher in the Cassopolis Public Schools.
3. Subsequent sabbatical leave may be authorized after eligibility has been re-established by service of an additional seven (7) years of satisfactory service as a full-time employee.
4. Sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
5. A teacher shall file a written agreement stipulating that he will remain in the service of the Cassopolis Public Schools for a period of at least one (1) school year after the expiration of such leave.
6. Request must be made ninety (90) days prior to beginning of leave.
7. No more than two (2) teachers may be on sabbatical leave during any year, based on the order in which the applications are received.
8. Sabbatical leave may be granted for one (1) of the following reasons:
  - a. Formal study at an accredited college or university toward an advanced degree.
  - b. Research work under guidance of competent research personnel.
  - c. Special program as recommended by a committee composed of the Superintendent, the building principal, the President of the Association, and the requesting party and approved by the Board of Education.

Section B: The following conditions pertain to the sabbatical leave.

1. The compensation of the teacher on sabbatical leave shall be twenty-five (25) percent of the salary he would receive if on active staff status for the period in which the leave is effective.
2. Payment of salary to a teacher on sabbatical leave shall be made in accordance with the provision of the Board.
3. A term of sabbatical leave shall entitle a teacher to an automatic salary scheduled increment at the beginning of the next full year of school following his return to service in the system.
4. The sick leave policy shall apply to teachers on sabbatical leave.
5. A sabbatical leave granted to a regular teacher shall also appear as a leave of absence without pay from all other school activities.
6. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Michigan State Board of Control of the Public School Employee Retirement Fund.
7. A teacher upon return from a sabbatical leave, shall be restored to his teaching position or a substantially equivalent position.
8. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board of Education made pursuant to law.
9. If a teacher completes the planned program of the leave, but does not return to service in the Cassopolis Public Schools, he shall, within two (2) years, repay to the Board of Education the amount received by him during the sabbatical leave.

ARTICLE XIII

HEALTH AND HARDSHIP

- Section A: The Board of Education shall grant leaves of absence to teachers for reasons of health. Such leave shall be granted for a period not to exceed one (1) year, but may be extended at the Board's discretion. A teacher shall give written notice to the Board of his/her intent to return by April 1 or sixty (60) days prior to termination of said leave, whichever is sooner.
- Section B: Such leave shall be granted upon the recommendation of a physician's statement certifying the teacher's inability to continue the position. Such leave shall be without compensation, experience credit, or sick leave accumulation. It shall be within the right of the Board of Education to have a teacher examined by a physician designated by the Board. Upon acceptance of his/her application for return to position, said teacher shall be assigned to the same position or to one for which he/she is highly qualified.
- Section C: A teacher returning to duty after an absence due to a contagious disease or a nervous or mental disorder must present a fitness for duty statement from a physician. The Board of Education may require such a teacher to submit to an examination by a physician designated by the Superintendent of Schools and/or the Board of Education, to be paid for by the Board of Education.

ARTICLE XIV

POLITICAL LEAVE

- Section A: The Board of Education shall grant, without pay, a leave of absence to any teacher who has served a successful probationary period to campaign for, or serve in, a public office.
- Section B: Since the time required to campaign for, or serve in, a public office varies greatly, the Board of Education shall grant a leave of absence on an individual basis.
- Section C: The teacher shall make a written request for a leave of absence well in advance of his political campaign.
- Section D: The Board of Education shall give the teacher a written answer to the request for a political leave no more than thirty (30) days after the written request has been received.
- Section E: The Board of Education shall not be obligated to grant a leave of absence for a longer period than one (1) term of office or one (1) unsuccessful campaign.
- Section F: Upon his return from leave, the teacher shall be placed on the same step on the salary schedule as he had upon his leave.
- Section G: The teacher shall at all times during his campaign or term of office adhere to professional ethics.
- Section H: The teacher shall make clear his actions do not represent the views of the school system.
- Section I: A teacher shall not use school materials, time, equipment or facilities for personal political advancement.

ARTICLE XV

MISCELLANEOUS LEAVES OF ABSENCE

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

Section B: Any teacher who must report for jury duty or who is subpoenaed to give testimony before any judicial or governmental tribunal requiring an absence from work from the District shall be paid the difference between his rate of pay for time missed and any remuneration the teacher may receive from serving such duty.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

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

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

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

Section C: Second Step.

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

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

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

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

Section E: If the grievance has not been submitted to arbitration within said fifteen (15) school day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be paid by the loser.

- Section F: In the event any teacher under the jurisdiction of the Association shall be discharged from his employment from and after the date hereof and he believes he has been unjustly discharged, such discharge shall constitute a case arising under the laws of the State of Michigan to include the Tenure Act of 1937, as amended.
- No grievance concerning the dismissal of a probationary teacher due to unsatisfactory performance of his/her classroom duties and responsibilities shall be advanced beyond the Second Step of the grievance procedure contained herein. The Association shall have the right, however, to advance the grievance of a probationary teacher to arbitration if the grievance is not based on unsatisfactory classroom performance.
- Section G: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections B and C of this Article), which will be held during school hours so long as all persons involved can so meet without interference with their assigned duties. The scheduling of arbitration shall be subject to agreement by the parties and the arbitrator.
- Section H: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays, Monday through Friday, being as if they were school days in determining the time limits set forth above as long as the administrative offices are open on said days.
- Section I: Timelines may be extended by mutual written agreement between the parties.
- Section J: Individual employees may not arbitrate grievances.



## ARTICLE XVII

### INSTRUCTIONAL COUNCIL

- Section A: The Board and Association recognize that there are certain matters that need continuing study and improvement relating to the school instructional program. It is agreed that the parties will continue to operate whereby the administration and teachers may recommend and suggest desirable changes and innovations in teaching methods and techniques, class composition, curriculum, and other phases of the instructional program.
- Section B: The Instructional Council shall be composed of all administrators, to include the Superintendent, department chairpersons, grade level representatives, and the President of the Association or his/her designated representative, as well as three (3) at-large noncompensated teachers (one (1) from each building) to serve a term of one year but not more frequently than once every three (3) years. The Superintendent and CEA President will mutually agree upon appointments.
- Section C: The Instructional Council shall hold its organizational meetings under the chairmanship of the Superintendent prior to September 15 of each year for the purpose of electing a permanent chairperson and other officers, and to establish regularly scheduled meetings to be held once per month September through May. Reports of each meeting, prepared by the chairperson, shall be directed to the Board. In no event are such meetings to be used for the discussion of existing grievances, matters properly within jurisdiction of any other established committee or by either party to demand any modification of this Agreement.
- Section D: Additional ad hoc committees or subcommittees may be added as deemed necessary by the Instructional Council.

ARTICLE XVIII

PROFESSIONAL ADVISORY COMMITTEE

- Section A: A professional advisory committee shall be established to meet on a regular basis in an attempt to maintain open communication between the Board and Administration and the teachers and to establish a vehicle for handling general professional concerns of both parties provided that said concerns have not been resolved at the building level after reasonable attempts have been made to do so. In no event are said meetings to be used for discussions of existing grievances, properly within the jurisdiction of an established committee, or to pursue a modification of the Master Agreement.
- Section B: The PAC shall be composed of the Superintendent, the building Principals, the Association President, and the Association building representatives. Board members may be asked to attend said meetings by either party and may do so at their discretion, although no more than three (3) shall attend any one meeting.
- Section C: The PAC shall meet regularly two (2) times a year at a date and time established by the committee once each during the months of October and March. Additional meetings of the PAC shall be convened at the request of the Superintendent and Association President. Each meeting will be chaired alternately by the Superintendent and the Association President, beginning with the Superintendent.
- Section D: A written report of the meetings shall be made jointly by the Superintendent and the Association President to the Board within a week of each meeting, if possible.
- Section E: The PAC may make recommendations to the Board regarding such concerns provided such recommendations are endorsed by both the Superintendent and the Association President.

## ARTICLE XIX

### LAYOFF AND RECALL PROCEDURE

#### Section A:

Should the Board determine that a layoff of personnel is necessary, the following procedure shall prevail:

1. The Board shall give a minimum of forty-five (45) calendar days prior notice of layoff to the individual involved.
2. Layoff Procedure. SENIORITY
  - a) There will be one (1) seniority list maintained on a District-wide basis.
  - b) A copy of this seniority list will be presented to the CEA no later than October 1<sup>st</sup>.
  - c) Seniority shall accrue from the date and time of hire. A signed form, provided by the Superintendent or his/her designee, will be used to determine the date and time of hire. A copy will be forwarded to the CEA President. A tender may be accepted before Board action is taken.
  - d) Seniority shall be awarded in increments of  $\frac{1}{4}$  (one-fourth) of a year, based on the amount of the school day/year worked.
    - 0-25% of the school day/year worked =  $\frac{1}{4}$  year seniority
    - 26-50% of the school day/year worked =  $\frac{1}{2}$  year seniority
    - 51-75% of the school day/year worked =  $\frac{3}{4}$  year seniority
    - 76-100% of the school day/year worked = full year of seniority
  - e) Any part-time employment of a CEA member for a full school year prior to the 2000-2001 school year shall be construed as a full year of seniority.
  - f) The administration will present a draft copy of the seniority list to the CEA President, and each building representative on or before September 10<sup>th</sup>. The CEA will be responsible for securing the initials of each CEA member on a draft of the seniority list on or before September 23<sup>rd</sup>. The initials of the CEA members will indicate their agreement with the information about their circumstance on the draft list.
  - g) If a draft seniority list includes a mistake, it is the responsibility of the CEA member to indicate the mistake and provide documentation to support their claim.
  - h) Any grievance with regard to accumulated seniority must be initiated no later than ten (10) days after the final seniority list is provided to the CEA.
  - i) If two CEA members share the same date and time of hire, the teacher with the most teaching experience outside of Cassopolis Public Schools shall be considered to have greater seniority.
  - j) If two (2) CEA members are still tied in seniority, a drawing of straws shall occur, but only if necessary to determine a benefactor of having greater seniority than the other CEA member. The drawing of straws will be done with any affected CEA member present. The drawing of straws will be held at a reasonable date, time, and place. This process will be supervised by the Superintendent, with the CEA President and Chief Negotiator invited to attend.
  - k) The CEA will hold the Board of Education harmless on any claims of loss by any CEA member with this method of accumulating seniority.
    - i. To the extent permitted by law, probationary employees shall be laid off first, provided there is a tenured teacher who is certified and qualified to perform the duties of the position being vacated by the probationary teacher, unless such position is being eliminated altogether.
    - ii. If further reduction is necessary, then tenured teacher(s) in the specific position(s) being reduced shall have the right to replace the least senior teacher within the notified teacher's area of certification and qualification.

3. If for any reason the Board anticipates a reduction in staff, it shall, before taking action, consult with the Association to give it the opportunity to make recommendations regarding priorities to be followed. Such recommendations shall not be binding upon the Board, but will merely serve as suggested guidelines, except that procedures as outlined in the contract shall be followed.

Section B:

Changes in a teacher's certification while on layoff shall not affect the teacher's status during the layoff period. Teachers subject to layoff for the following school year shall not lose their fringe benefits or previously earned salary over the summer months negotiated under this Agreement, nor their individual or supplemental employment contracts.

Section C:

Recall Procedure. The Board shall recall teachers in the inverse order in which they were laid off provided that:

1. The teacher is certified and qualified to perform the duties of the position to be staffed.
2. The obligation to recall a teacher shall terminate twenty-four (24) months following layoff or upon the failure of the teacher to report his acceptance of the offered position within fifteen (15) days from the date of notice of recall (unless an extension is granted by the Board in writing), whichever shall first occur. Notice shall be given to the teacher at the last address furnished the Board by such teacher in writing. Notice shall be sent to the teacher by registered or certified mail.

ARTICLE XX

VOCATIONAL AGRICULTURE TEACHERS

- Section A: Length of Employment. The vocational agriculture teacher(s) shall be employed on a twelve (12 ) month basis.
- Section B: Salary Determination. Vocational agriculture teacher(s) shall be employed on a twelve (12) month basis, and shall be compensated financially at the same rate during the summer months as during the period of the regular school year. Vocational agriculture teachers' summer pay shall be computed on the basis of 52/37 of his appropriate salary schedule step, as adopted within the master contract.
- Section C: Vacation. Vocational agriculture teacher(s) shall be granted three (3) weeks of paid vacation per year.
1. Two (2) of these weeks shall be taken during regular summer school recess, with these weeks being scheduled within the summer program and at the option of the teacher.
  2. The third week of paid vacation shall be taken either during the regular Christmas or Spring vacation and may be divided within both at the option of the teacher.
  3. The agriculture teacher(s) will notify their building administrator of dates of vacation.
- Section D: Advance Study.
1. Vocational agriculture teacher(s) shall be entitled to three (3) weeks of advanced study annually which shall include the two (2) week summer vacation period.
  2. At least once every three (3) years, an additional three (3) weeks of advance study shall be made available. This, coupled with the one (1) week for advanced study and the two (2) week summer vacation period in Section D, subsection 1, would enable the teacher to participate in a six (6) week session for the express purpose of expanding professional competence provided the teacher has agreed to return the following year.
- Section E: Class Preparations and Period Assignment.
1. Vocational agriculture teacher(s) shall not be required to conduct classes necessitating more than four (4) preps per day during any given semester of the school year.
  2. Assuming six (6) class periods per day to provide for the department head:
    - a. No more than two (2) periods of classroom instruction in one (1) day school vocational agriculture classes; unless mutual consent of teacher to teach a third class;
    - b. One (1) period for supervised agriculture experience program, including land, animal science and greenhouse laboratories.
  3. Assuming six (6) class periods per day would provide for all other agriculture instructors:
    - a. Five (5) periods of classroom instruction in day school vocational agriculture classes;

ARTICLE XXI

DEPARTMENT CHAIRPERSON AND GRADE LEVEL CHAIRPERSON

- Section A: Incumbent chairpersons shall be given the choice to continue, based on a positive evaluation. If a chairperson chooses not to continue, the members of the department/grade level shall recommend to the administration a person for appointment as department chairperson for the following year. If no agreement can be reached by May 1, the administration may appoint.
- Section B: The position of the department/grade level chairperson shall not be considered as a supervisory position.
- Section C: The department/grade level chairperson shall provide leadership and coordinate departmental activities including curricular review and instructional improvement and is responsible for attending Instructional Council meetings.
- Section D: Each chairperson will be furnished with a job description.

## ARTICLE XXII

### GENERAL

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

ARTICLE XXIII

DURATION

Either party may terminate this Agreement as of August 15, 2009, by giving written notice to the other party on or before May 1, 2009. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before May 1 on any subsequent contract anniversary date.

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

By Christine Locke  
President of the Board  
and William (Les) II  
Secretary of the Board

By Kelly Hargrove  
President of the Association  
and Patik  
Uniserv Director,  
BCEA-MEA-NEA

"DISTRICT"

Gregory Weatherpoon  
Team Member

Scott Thomas  
Team Member

Suzanne Hayes  
Team Member

Arthur St. Thomas  
Team Member

"ASSOCIATION"

Cheryl R. Rogers  
Team Member

Dee Buck  
Team Member

Andrew Halbard  
Team Member

\_\_\_\_\_  
Team Member



**APPENDIX A**

**Section A: Basic Compensation**

2008-09

Teachers shall receive a 1.5% increase on the salary base.

<u>STEP</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+30</u>
1Note*	\$32,727	\$33,709	\$35,731	\$37,160
2 <sup>99</sup>	\$33,741	\$34,754	\$36,839	\$38,312
3 <sup>00</sup>	\$34,787	\$35,831	\$37,981	\$39,500
4 <sup>01</sup>	\$35,866	\$36,942	\$39,158	\$40,725
5 <sup>02</sup>	\$36,978	\$38,087 = 557.50	\$40,372	\$41,987
6 <sup>03</sup>	\$38,124	\$39,268	\$41,624	\$43,289
7 <sup>04</sup>	\$39,306	\$40,485	\$42,914	\$44,631
8 <sup>05</sup>	\$40,524	\$41,740	\$44,244	\$46,014
9 <sup>06-17</sup>		\$43,034	\$45,616	\$47,441
9 <sup>1007-08</sup>		\$44,368	\$47,030	\$48,911
9 <sup>1108-09</sup>		\$45,743	\$48,488	\$50,428
12		\$47,161	\$49,991	\$51,991
13		\$48,623	\$51,541	\$53,602
14		\$50,131	\$53,139	\$55,264
15		\$51,685	\$54,786	\$56,977
16		\$53,287	\$56,484	\$58,744
17		\$54,939	\$58,235	\$60,565
18		\$56,642	\$60,041	\$62,442

\*Note: Beginning in 2001-02 Step 1 is for calculation purposes only. Salaries begin on Step 2.

Longevity Pay:

Teachers shall receive the following longevity pay:

- Step 20-24 \$750
- Step 25-29 \$1,000
- Step 30-34 \$1,250
- Step 35+ \$1,500

**continued**

*2nd Semester  
Jan 16*

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

4. All teachers who have obtained a Masters + 30 by the beginning of the school year shall be placed immediately on that column at the proper step.

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

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

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

5. Credit on the salary schedule may be given at a rate of one (1) year credited for every one (1) year of experience to a maximum of ten (10) years. Experience shall be defined as teaching under a regular teaching contract in a K-12 public or private school district and/or in a position requiring state certification.
6. All teachers as of July 1, 2006, who are above Step 8 on the BA column shall be maintained at their current salary until they have completed sufficient graduate hours to be placed on the BA+18 column.
7. Credit on the BA+18 column shall be granted for all graduate credit hours successfully completed at an accredited university after the date that the BA degree was earned. Graduate credits earned while an employee at Cassopolis Public Schools must be approved in advance to obtain credit on the MA or MA+30 column.

**Section B: Insurance.**

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

1. Each teacher shall have the right to choose either Plan A or Plan B as described below.

MESSA PAK Choices II Health Insurance Plan A is provided by the Board of Education with the following limitations:

PLAN A

HEALTH	MESSA Choices II with 10/20 prescription drug card
DENTAL	DELTA DENTAL 80/80/80 \$1200; 80: \$2000
VISION	VSP-3
LIFE	\$20,000 AD&D

Individuals may choose to stay with the Super Care 1 program for the duration of this Agreement, but will have to pay the difference between the Choices II pak rate and the Super Care 1 pak rate in addition to the monthly co-pay that everyone will pay.

PLAN B

DENTAL                    80/80/80 \$1200;80: \$2000  
 VISION                    VSP-3  
 LIFE                        \$20,000 AD&D

COST:                    Plan A cost to the teacher shall be 4% of the premium per month.  
 Cost to part-time teachers will be pro-rated according to their assignment.

2. Should a teacher not be eligible for health insurance under the plan provided by the Board at the fall enrollment time, but later becomes eligible he shall be enrolled when he notifies the Board of his later eligibility, provided that the notice given is within thirty (30) days of his becoming eligible. His eligibility for enrollment and the benefits available shall be the same as if the enrollment had taken place at the normal enrollment time.
3. Teachers who select MESSA PAK B shall be eligible for a cash option equal to the MESSA Super Care 1 single subscriber premium amount per month through the section 125 plan outlined below.
4. In the case of husband and wife both employed in the system, the person carrying the hospitalization insurance shall be at their option.
5. Part-time Teachers. The contribution of the Board for fringe benefits on behalf of part-time teachers shall be proportionately reduced, provided that no contribution toward group health and medical insurance or group term life insurance shall be made for a teacher whose hours of employment are less than those required by the insurance carrier for membership in the group.
6. Tax sheltered annuities shall be available at the teacher's expense.
7. Section 125 Plan will be implemented as follows:

The Employer shall provide a cash option in lieu of health benefits. The cash option amount shall be as specified in the plan document.

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

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

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

Section C:            Retirement. The Board will pay the contribution to the Retirement System for Public School Employees as required by law.

Section D:            Any employee retiring (as defined by the Michigan Public School Employees Retirement System) shall be paid the following for all unused accumulated sick leave.

Day 0 to Day 100 will be paid \$30 per day.  
 Day 101 to 160 will be paid \$45 per day.

Maximum pay under this current agreement will be \$5700.

APPENDIX B

**CASSOPOLIS PUBLIC SCHOOLS  
2008-2009 SCHOOL CALENDAR**

Tuesday, August 19 - Friday, August 22 (4 days)	All Staff Inservice
Thursday, August 28	New Teacher Work Day
Monday, September 1	Labor Day Holiday
Tuesday, September 2	All Teacher Work Day
Wednesday, September 3	First Day for students
Thursday, November 13	Parent-Teacher Conferences; No School for Students
Friday, November 14	Parent-Teacher Conferences; No School for Students
Wednesday, November 26	Half day for Students and Staff
Thursday, November 27 - Friday, November 28	Thanksgiving Recess
Friday, December 19	Last Day of School before Winter Break
Monday, January 5	First Day of School after Winter Break
Friday, January 16	Parent-Teacher Conferences Grades 7-12; Records Day K-6; No School for Students
Monday, January 19	Martin Luther King, Jr. Day - No School for Students or Staff
Monday, February 16	President's Day - No School for Students or Staff
Thursday, February 26	K-6 Parent-Teacher Conferences; 7-12 Inservice - No School for Students
Friday, February 27	Grades 7-12 Records Day; K-6 Parent-Teacher Conferences; No School for Students
Friday, April 3	Half Day for Students and Staff
Monday, April 6 - Friday, April 10	Spring Break
Thursday, April 16	Lakeland Conference Fine Arts Festival; K-6 staff inservice; 7-12 staff Parent-Teacher Conferences; No School for Students
Monday, May 25	Memorial Day - No School for Students or Staff
Friday, May 29	Half Day for Students - Exams
Monday, June 1	Teacher Work Day

Days in session by month are:

	2008-09	
	Teachers	Students
August	4 + New	0
September	21	20
October	23	23
November	18	16
December	15	15
January	19	18
February	19	17
March	22	22
April	17	16
May	20	20
June	1	0
<b>Total</b>	<b>179</b>	<b>167</b>

The 2008-09 Elementary schedule provides 42 days in the first marking period (ends October 29), 42 days in the second marking period (ends January 15) - 84 days first semester, 41 days the third marking period (ends March 20), and 42 days in the final marking period (ends May 29) -83 days in the second semester.

The 2008-09 Jr./Sr. High School Schedule provides 57 days in the first trimester (ends November 21), 53 days in the second trimester (ends February 25), and 57 days in the last trimester (ends May 29).

Two (2) days are provided for parent conferences K-12 (November 13 and 14).

Two (2) additional days are provided for parent conferences 7-12 (January 16 and April 27).

Two (2) additional parent conference dates for Grades K-6 (February 26 and 27).

Two (2) half days are provided as compensation for teachers having evening parent/teacher conferences (Nov. 26 and April 3).

Principals and staff shall develop a mutually agreeable exam schedule for each building.

167 student days; 179 work days for returning teachers; 180 work days for new teachers

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

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

- Section C: Curriculum and special project work requested to be done by the Superintendent when school is not in session will be reimbursed at \$100 per day.
- Section D: The number of student days and professional development days will be determined by state requirements. It is the intent of the Board to follow these requirements. All professional development days will be within the school calendar. However, if in an emergency, Board requirements exceed state requirements for professional development days or student days, teachers will be reimbursed per diem of the BA step one salary schedule. If an emergency exists, teachers will be notified 48 hours prior to the additional day unless a shorter notification period is mutually agreed to by both the Board and the Association.
- Section E: For a school year that begins with an expired contract, the calendar for the school year will use dates corresponding to the previous school year. However, the placement and format of the professional development days will be negotiated by the parties for the school year. The total number of days for the school year shall be subject to negotiation.

**APPENDIX C**

**EXTRA DUTY COMPENSATION**

Section A: The pay for extra duties in this Appendix shall be based on a percentage system. A teacher will be paid a percentage of \$30,500 for each extra duty in the 2008-2009 school year.

<b>ACTIVITY</b>	<b>0 - 2</b>	<b>3-4</b>	<b>5-6</b>
<b>CLASS I</b>	<b>19%</b>	<b>20%</b>	<b>21%</b>
Varsity Football Varsity Wrestling	Varsity Basketball Band		
<b>CLASS II</b>	<b>11%</b>	<b>12%</b>	<b>13%</b>
Varsity Football Assistant, Varsity (2) JV Football JV Basketball Varsity Wrestling Assistant Yearbook Advisor (without a class) Varsity Sideline Cheerleading football	Track Varsity Cross Country Co-ed Varsity Soccer Varsity Golf Plays Fall Freshman Basketball	Varsity Tennis Varsity Baseball Varsity Softball Varsity Volleyball Plays Spring Auditorium Manager	
<b>CLASS III</b>	<b>7%</b>	<b>8%</b>	<b>9%</b>
JV Volleyball JV Baseball JV Softball		JV Cheerleading football Assistant Varsity Track Freshman Volleyball	JV Cheerleading b'ball
<b>CLASS IV</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>
Jr. High Wrestling Jr. High Cheerleading Jr. High Basketball Jr. High Track Baseball Assistant	Jr. High Volleyball Jr. High Football Student Council (9-12) Softball Assistant	Technical Director (Plays) fall Technical Director (Plays) spring National Honor Society	
<b>CLASS V</b>	<b>3.5%</b>	<b>4.5%</b>	<b>5.5%</b>
Junior Class Advisor Senior Class Advisor 7-12 Department Heads	Newspaper Pre-K-6 Grade Level Chairpersons Student Council 3-6, 7-8	Yearbook (with a class) FFA Advisor	
<b>CLASS VI</b>	<b>2.5%</b>	<b>3.5%</b>	<b>4.5%</b>
Afro Club Thespians	Spanish Club	FFA Team Coaches	
<b>CLASS VII</b>	<b>2%</b>	<b>3%</b>	<b>4%</b>
Freshman Class Advisor Sophomore Class Advisor	Spelling Bee for 4,5,6,7,8 Science Olympiad MS,HS		
<b>CLASS VIII</b>	<b>1.5%</b>	<b>2%</b>	<b>3%</b>
Varsity Club SADD Authorized Math Competitions (6, 7, 8, 9-12) Elementary Music (3 performances) K-6 Elementary Technical Director (Plays/Musicals)	Spanish Honor Society Elementary Drama	Job Corps 3-6 Yearbook (K-2, 3-6, 7-8)	
<b>CLASS IX</b>	<b>.5%</b>	<b>.5%</b>	<b>.5%</b>
Matharama (3,4,5)	Science Olympiad EL	Young Writers Day(2,3,4,5,6)	

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

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

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

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

Section E: Drivers Education

Director	\$23.00 per hour
All Instructors	\$22.00 per hour

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

Year 1	Year 2	Year 3	Year 4
3%	2%	0.75%	0

For the first four (4) years of probationary employment in classroom teaching, the teacher shall be assigned to a mentor. The mentor shall be available to provide professional support and guidance. Mentor teachers shall be assigned in accordance with the following:

1. Participation as a mentor shall be voluntary.
2. Neither the mentor nor probationary teacher shall be permitted to participate in the evaluation of the other.
3. Either the mentor or probationary teacher may request that the mutual assignment be terminated prior to the conclusion of the school year.
4. There will be a required checklist to be completed and signed by mentor and mentee. A Mentor Guidelines Committee including bargaining unit members and Administration will determine duties and documentation to be attached to this contract.
5. Mentors may be selected regardless of seniority.
6. The administration may go off staff to select mentors
7. Members of the bargaining unit participating as mentors shall be tenured unless agreed upon by the Superintendent and CEA President. If no member of the bargaining unit is available to participate as a mentor, the District shall secure the services of a mentor in accord with Section 1526 of PA 335.



## APPENDIX D

### C.E.A. SICK BANK

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

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

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

#### I. Requirements for membership

- A. Effective the fourth Friday of September of 1979, any teacher wishing to join the Sick Bank will sign the Application for Continuous Membership which will remain in effect from year to year until he/she withdraws in writing or is no longer employed in the system. The Application for Continuous Membership form must be completed by new members and signed by a member of the Sick Bank Committee prior to the completion of the school day on the fourth Friday of September.
- B. The number of sick days contributed by each member will be determined by the Sick Bank Committee, but said number will not exceed two (2) days per year. Any teacher new to the Sick Bank program will donate two (2) days the first school year.
  1. If a teacher does not join the Sick Bank prior to the end of the school year, he/she will not be eligible for membership in the Sick Bank until the fourth Friday in September of the following school year.
  2. In the event of an emergency, situations preventing a teacher new to the system from making application for membership at the beginning of the school year, it shall be assumed that said teacher intended to join the Sick Bank and he/she shall be eligible to withdraw from it in compliance with its guidelines.
  3. Any teacher hired during the second semester of the school year will be required to donate one (1) day to the Sick Bank within two (2) weeks after starting work.
- C. A person withdrawing from the Sick Bank will not be able to withdraw the previously contributed days.
- D. Forms may be obtained from Sick Bank Committee members.
- E. Beginning with the 2000 –2001 school year teachers who join the Sick Bank will join under the following rules:

1. During the first year of membership the teacher shall contribute two (2) days to the Sick Bank. Teachers in the first year of membership to the Sick Bank will NOT be allowed to withdraw from the Sick Bank.
2. During the second year of membership the teacher shall contribute one (1) or two (2) days to the Sick Bank. Days contributed will be the same as for those teachers who joined Sick Bank prior to the 2000-2001 school year. A teacher in the second year of membership may use no more than one half ( $\frac{1}{2}$ ) the number of days he/she has accumulated at the beginning of the school year (minus the day(s) contributed to the sick bank).
 

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

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

## II. Administration

- A. A committee of four (4) C.E.A. members and one (1) chairperson appointed by the Executive Board of the C.E.A. shall administer: the acceptance of the Application for Continuous Membership forms; the regulations governing withdrawals; and the notification of said withdrawals to the Business Office.
- B. Notification of the Business Office and the recipient of the sick days will be the sole responsibility of the C.E.A. Sick Bank Committee.
- C. Decisions regarding requests for withdrawals of days from the Sick Bank will be made by a majority (3) of the members of the Sick Bank Committee within two (2) school days of the receipt by the committee of the Request for Sick Bank Withdrawal form.
- D. All regulations regarding Sick Bank withdrawals shall be made by the Executive Board of the C.E.A. in consultation with the Superintendent.
- E. All denials of requests for Sick Bank withdrawals may be appealed to the Executive Board of the C.E.A. at the subsequent regularly scheduled Executive Board meeting. Said meetings are scheduled on the first Wednesday of every month.

## III. Regulations for Withdrawals of Sick Days

### A. Procedure

1. A teacher enrolled in the Sick Bank will not be covered by the bank until his own accumulated sick leave has been exhausted. In addition the teacher must satisfy a one (1) day unpaid waiting period per year. Said waiting period will be the first day requested from the sick bank. The unpaid day is considered the first day of Sick Bank use. (i.e.: 3 day sick bank request = one (1) unpaid day, two (2) paid days.
2. All requests for withdrawal will be filled out on the proper form and given to a member of the Sick Bank Committee.

3. Request for Sick Bank Withdrawal forms (written) must be received within 24 hours of the initial absence requiring Sick Bank days except in the case of a medical emergency which must be subsequently be documented.
4. It is the individual teacher's responsibility to see that the proper form is received by the Sick Bank Committee within the allotted time.
5. Every member will receive one Request for Sick Bank Withdrawal form attached to the Sick Bank Rules. Withdraw forms will also be available from the Building Sick Bank Representatives.
6. Withdrawal forms are not available at the Superintendent's Office nor will they be processed if turned in to the Superintendent's Office.

B. Conditions

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

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

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

**CASSOPOLIS PUBLIC SCHOOLS**

REQUEST FOR SICK BANK WITHDRAWAL

To: Cassopolis Education Association

From: \_\_\_\_\_  
Teacher

Total days requested \_\_\_\_\_ Dates \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

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

\*\*\*\*\*  
(Do not write below this line.)

Request Granted Request Denied

Reason for refusal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total number of days withdrawn by member including this request: \_\_\_\_\_

Total number of days remaining in Sick Bank: \_\_\_\_\_

\_\_\_\_\_  
Committee Chairperson

**APPLICATION FOR CONTINUOUS MEMBERSHIP**

IN THE C.E.A. SICK BANK

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

\_\_\_\_\_  
Member signature

\_\_\_\_\_  
Association signature



