



CONTRACTUAL AGREEMENT

BETWEEN THE

COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

COPPER COUNTRY INTERMEDIATE EDUCATION ASSOCIATION

CCEA-MEA-NEA

2019-2022

TABLE OF CONTENTS

| | | <u>PAGE</u> |
|------------|--|-------------|
| ARTICLE 1 | Recognition Clause | 1 |
| ARTICLE 2 | Bargaining Unit Member Rights | 2 |
| ARTICLE 3 | Recognition of the School District's Right to Manage | 3 |
| ARTICLE 4 | Association Rights | 4 |
| ARTICLE 5 | Working Conditions | 5 |
| ARTICLE 6 | Maintenance of Standards | 6 |
| ARTICLE 7 | Academic Freedom | 7 |
| ARTICLE 8 | Grievance Procedure | 8 |
| ARTICLE 9 | Teacher-Aide Relations | 10 |
| ARTICLE 10 | Sick Leave | 11 |
| ARTICLE 11 | Personal Leave | 14 |
| ARTICLE 12 | Funeral Leave | 15 |
| ARTICLE 13 | Jury Duty | 16 |
| ARTICLE 14 | Other Leaves of Absence | 17 |
| ARTICLE 15 | School Equipment, Materials and Facilities | 19 |
| ARTICLE 16 | Mileage | 20 |
| ARTICLE 17 | Insurance Protection | 21 |
| ARTICLE 18 | Salary Schedule | 23 |
| ARTICLE 19 | Extent of Agreement | 27 |
| ARTICLE 20 | School Improvement | 28 |
| ARTICLE 21 | Medically Fragile Students | 29 |
| ARTICLE 22 | Duration of Agreement | 30 |
| ARTICLE 23 | Mentor Teacher | 31 |
| ARTICLE 24 | Public School Academies | 32 |
| APPENDIX A | Grievance Form | 33 |
| APPENDIX B | Sick Leave Bank | 37 |
| | Signature Page | 38 |

ARTICLE 1

RECOGNITION CLAUSE

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

ARTICLE 2

BARGAINING UNIT MEMBER RIGHTS

The term "Teacher" as used hereinafter, shall refer to any certified teacher whose employment is regulated by the Michigan Teachers Tenure Act, including but not limited to teachers in a probationary period, teachers who have acquired classroom teacher tenure within the Copper Country Intermediate School District, an individual who is not certified but is employed for a full school year pursuant to section 1233b of the School Code, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined by stated board rule, and is thus serving a probationary period under article II of the Michigan Teachers Tenure Act, as amended.

Teachers are excluded from all the provisions in (Article 2; Section(s) –C, D) that are not in compliance with the (Public Employment Relations Act; 1947, Act 336, as amended; Section-15(3)(m).

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

ARTICLE 3

RECOGNITION OF THE SCHOOL DISTRICT'S RIGHT TO MANAGE

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

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

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

ARTICLE 4

ASSOCIATION RIGHTS

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

ARTICLE 5

WORKING CONDITIONS

The term “Teacher” as used hereinafter, shall refer to any certified teacher whose employment is regulated by the Michigan Teachers Tenure Act, including but not limited to teachers in a probationary period, teachers who have acquired classroom teacher tenure within the Copper Country Intermediate School District, an individual who is not certified but is employed for a full school year pursuant to section 1233b of the School Code, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined by stated board rule, and is thus serving a probationary period under article II of the Michigan Teachers Tenure Act, as amended.

Teachers are excluded from all the provisions in (Article 5; Section D) that are not in compliance with the (Public Employment Relations Act; 1947, Act 336, as amended; Section-15(3)(j).

- A. Class size and case load shall be based upon, but not restricted to, the minimum standards set forth by State statutes for all programs. Similar staffing arrangements for programs not covered by statutes shall be adhered to by mutual agreement. Class size and case load should not solely be determined by the number of students mandated by state regulations. Consideration will be given to the nature and severity of each student's handicapping conditions and the combination of students to be placed in that classroom.
- B. A work day shall be the same hours as the school in which the employee is assigned.
- C. All employees covered by this Agreement shall maintain a minimum of a seven (7) hour work day, plus half (1/2) hour duty-free lunch period at a time agreed upon with his or her supervisor. All employees shall participate in parent planning conferences, which may extend beyond the normal work day, as assigned by their supervisor.
- D. The Board of Education reserves the right to hire outside of the bargaining unit for programs and services in the event no bargaining unit member applies for such assignment.
- E. No person covered under this Agreement shall be required to transport students as a condition of employment.
- F. Any request for compensation (for work done by a bargaining unit member) beyond the regular work day must be approved by the Superintendent.
- G. Staff members shall identify Districts where staff has a problem with space and working conditions to the Superintendent and the Superintendent will inquire of those districts, what, if anything, can be done to address the staff's concerns.

ARTICLE 6

MAINTENANCE OF STANDARD

The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior negotiation with the Association.

ARTICLE 7

ACADEMIC FREEDOM

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

ARTICLE 8

GRIEVANCE PROCEDURE

Definition

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

Terms

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

Procedure

Level 1

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

Level 2

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

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

Level 3

- F. In the event the grievant and/or Association is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within ten (10) working days of receipt, he/she may refer the grievance to the Board. Within twenty (20) calendar days from the receipt of the grievance by the Board, the Board shall hold a hearing and within two (2) working days after the Board hearing the Board shall render a decision in writing, copies of which shall be forwarded to the grievant, the supervisor and the Association.

Level 4

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

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

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

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

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

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

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

ARTICLE 9

TEACHER-AIDE RELATIONS

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

ARTICLE 10

SICK LEAVE

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

1. Unused sick leave may be accumulated up to 180 days for each employee, at the rate of one (1) day for each completed month of service. Teachers who accumulate more than 180 days (up to a maximum limit of 190) will be paid annually the daily substitute rate for these accumulated days.
2. An employee may utilize his/her sick leave allowance for absences:
 - a. Due to personal illness or physical disability, including childbirth and/or complications due to childbirth.
 - b. Necessitated by exposure to contagious disease in which the health of others would be endangered by his/her attendance on duty. A bargaining unit member absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
 - c. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, provided that this shall be approved by the Superintendent and shall not exceed ten (10) sick leave days in any one fiscal year. The term "immediate family" as used in this section shall mean parents, grandparents, children, brothers, or sisters of the employee and the employee's husband or wife. Additional days may be granted by the Superintendent in cases of emergency.
 - d. Sick leave shall not be taken immediately before or after a vacation unless a physician's statement is presented to the Superintendent or the Superintendent has approved the sick leave.
 - e. The Superintendent may require an employee to secure a physician's statement if sick leave abuse is suspected.
3. An employee receiving sick leave with pay who simultaneously receives income under the Worker's Compensation Act shall receive, for the duration of such income, only that portion of his/her regular salary which will, together with said income, equal his/her regular salary. In that event, the employee's sick leave reserve shall be charged only in the same proportion as his/her sick leave payment is to his/her regular wage or salary for the day, week, half-month, or period involved.
4. When a bargaining unit member retires from the C.C.I.S.D., he/she shall receive full pay for one-half (1/2) of his/her unused sick leave days up to, but not to exceed, the sum of \$9,000. If the separation is the result of death of the employee, his/her estate shall receive payment.

5. Sick Leave Bank. The purpose of sick leave bank benefits is to provide compensable leave coverage to bargaining unit members who are absent due to extended disability because of serious personal illness or injury. Bargaining unit members shall become eligible to receive sick leave bank benefits when they have been absent from work for ten (10) consecutive working days AND have exhausted all of their accumulated sick leave days and personal leave days. The requirement of being absent for ten (10) consecutive days is waived for individuals eligible for a FMLA or disability leave. The sick leave bank shall contain a maximum of one hundred fifty (150) days. An eligible bargaining unit member shall receive the current contractual rate of pay while disabled for a period not to exceed one hundred (100) contracted teaching days, with committee review every fifty (50) school days.
- a. At the beginning of this agreement, all bargaining unit members will donate two (2) days of their accrued sick leave to the sick leave bank. The bank will contain a minimum of one hundred (100) days and a maximum of one hundred fifty (150) days. The minimum requirement will not be met the first year of this agreement unless donations above the required days are contributed. To attain the minimum of one hundred (100) days in the sick leave bank, it may be required that only one (1) day be donated by a bargaining unit member at the beginning of subsequent years.
 - b. The sick leave bank committee will consist of two (2) representatives designated by the Association and two (2) representatives designated by the Administration. In the case of a tie the issue will be heard by the full board of education.
 - c. Application for sick leave bank benefits shall be made in writing (APPENDIX B) to the sick leave bank committee through the Superintendent and shall include medical verification. The Superintendent shall convene the committee within five (5) work days. When a determination is made, the applicant will be informed in writing, with copies to the Superintendent, business manager and committee members. The administration office shall do all paperwork and record keeping.
 - d. No eligible applicant will be denied the days that he/she has contributed. A record of each bargaining unit member's contribution shall be maintained by the administration office. The administration office shall furnish the Association with a written statement at the beginning of each school year setting forth the total number of days in the sick leave bank and the number of sick leave days each member has contributed to the bank.
 - e. The bargaining unit member shall pay back to the sick leave bank a minimum of three (3) days per year for each year worked until all days borrowed are repaid to the bank. Payment shall begin at the commencement of the school year that the bargaining unit member returns to work by deducting three (3) days from the bargaining unit member's yearly allotment for that year and from succeeding years until the amount borrowed is repaid. All payments of loaned sick leave bank

days will be waived if the bargaining unit member is laid off, or -retires due to illness, age, or death prior to payment in full. If a bargaining unit member retires prior to full repayment to the sick leave bank, any accrued sick leave of the bargaining unit member will be returned to the sick leave bank. If a bargaining unit member resigns or is dismissed for any other reason while in debt to the sick leave bank, that bargaining unit member must pay the school district the equivalent of bargaining unit member's daily rate of pay during the time of illness for each day owed to the bank. The days paid for by the bargaining unit member will revert to the sick leave bank.

- f. Bargaining unit members may voluntarily contribute more than the required amount of their personal sick leave days with a cap of twenty (20) days to the sick leave bank.
6. If a bargaining member is injured by a student while on duty, and it is necessary for the teacher to take leave as a result of the accident/incident, the Board will grant up to 10 days of paid leave in lieu of using accumulated sick and/or personal leave days. If more leave days are required due to such an accident/incident, it must be clearly established by the teacher, the teacher's physician, or a physician of the Board's choosing, if necessary, that the teacher is required to take additional sick leave because of the specific injury by the student. A district accident/incident report must be filed with the Superintendent's office as soon as it is practicable following the accident/incident. Upon approval by the Superintendent, additional days may be granted. If an overpayment occurs due to the teacher becoming eligible for worker's compensation, the teacher agrees to reimburse the district for any overpayment beyond their daily rate.

ARTICLE 11

PERSONAL LEAVE

Four (4) days per year may be granted for personal leave. For employees hired after the start of the school year, they will receive a prorated number of days based on their hire date. These days may be used for personal business which cannot be undertaken at any other time except during working hours. These days must be approved by the employee's supervisor prior to use. Under unusual circumstances, additional time may be allowed with the approval of the Superintendent. These days if unused may accumulate to a maximum of five (5) days.

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

ARTICLE 12

FUNERAL LEAVE

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

One (1) day shall be available to the primary service provider for the death of a student. This day will not be deducted from sick leave.

ARTICLE 13

JURY DUTY

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

ARTICLE 14

OTHER LEAVES OF ABSENCE

The term "Teacher" as used hereinafter, shall refer to any certified teacher whose employment is regulated by the Michigan Teachers Tenure Act, including but not limited to teachers in a probationary period, teachers who have acquired classroom teacher tenure within the Copper Country Intermediate School District, an individual who is not certified but is employed for a full school year pursuant to section 1233b of the School Code, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined by stated board rule, and is thus serving a probationary period under article II of the Michigan Teachers Tenure Act, as amended.

Teachers are excluded from all the provisions in (Article 14; Section – A-3) that are not in compliance with the (Public Employment Relations Act; 1947, Act 336, as amended; Section-15(3)(J).

A. Extended Leaves:

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

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

B. Sabbatical Leaves:

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

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

E. Family and Medical Leave

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

1. Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
2. To care for the teacher's spouse, child, or parent who has a serious health condition.
3. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.

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

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

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

F. Unpaid Time

1. All unpaid days must be approved by the Superintendent.
2. For any unpaid non-medical days during the school year, the employee must reimburse the district the daily insurance cap amount for the insurance plan that employee is enrolled in. If the employee is receiving cash in lieu of insurance, the employee will have that daily amount deducted from their pay.

ARTICLE 15

SCHOOL EQUIPMENT, MATERIALS AND FACILITIES

- A. The Board agrees to provide the best and most suitable equipment for the delivery of education to the children of the district within its financial capabilities. Employees will have access to the utilization of (in agreement with his or her supervisor) equipment necessary for the preparation of instructional materials.
- B. The Board will adhere to regulations relative to the Civil Rights Act, the Privacy Act, and Title IX of the Educational Amendments of 1972. A bargaining unit member will report to his or her supervisor any instructional material which, in their judgment, may be sensitive to prejudice or stereotype and/or unfairly reflect the role of groups or minorities.
- C. An employee may request a current list of resource centers and/or instructional materials from the Curriculum Resource Center of the district for use in their work.
- D. If an employee considers that the work area may be deemed to have a health or safety problem, a meeting with his or her supervisor will be arranged at a mutually agreeable time. Concerns expressed by employees under the terms of this section are not grievable via the grievance procedure as detailed in Article 10 of this Agreement. The Board will maintain equipment and school facilities to the minimum standards required by statutes for health and safety.
- E. The Board shall make available in each building, lunch room, work room, and lavatory facilities for employee use.
- F. Parking facilities shall be provided and identified for employee use at each building. Upon mutual agreement, vending machines may be installed in lounge and work room areas.
- G. District telephones may be used by employees for local calls.

ARTICLE 16

MILEAGE

- A. Approved employee business travel by car shall be reimbursed at the Internal Revenue Service rate of pay per mile currently in effect.
- B. The Board shall reimburse District employees up to a maximum payment of \$500.00 for the automobile deductible expense incurred by the employee through his/her insurance coverage from a reported automobile accident while in the course of their employment, if not at fault. The employee must cooperate with the Board in any requested attempt to recover his/her deductible from any other responsible party. The employee will not suffer any loss of pay or benefits or incur any expense related to the attempt to recover the deductible from the responsible party.

ARTICLE 17

INSURANCE PROTECTION

- A. Worker's Compensation coverage is secured in the amount required by law.
- B. The Board will limit its expenditures for the employees "Medical Benefit Plan" to be in compliance with Public Act 152 of 2011 (the Publicly Funded Health Insurance Act).

The "Medical Benefit Plan" that is negotiated must be from plans that qualify under Public Act 152 of 2011; Section 2, Subsection (e).

Upon submission of a written application, the Board agrees to provide one of the medical benefit plans described below for all employees and their eligible dependents.

"Medical Benefit Plan":

| | |
|-----------------|----------------------------|
| Medical: | MESSA Choices-Non PAK Plan |
| OV/UC/ER Copay: | \$5/\$10/\$25 |
| RX Drug Copay: | \$10/\$20 |
| Deductible: | In-\$500/\$1000 |

OR

| | |
|----------------|--|
| Medical: | MESSA ABC Plan 1 |
| In Deductible: | As determined by the appropriate government agency |

| | |
|--------------|--------|
| Rx Coverage: | ABC Rx |
|--------------|--------|

The maximum amount the Board will pay for the Medical Benefit Plan Cost (premium, HSA contributions, taxes, etc.) will be the maximum CAP amount permitted per the Michigan Common Law (MCL) 15.563 for the duration of this agreement. The Board will pay a prorated amount for employees who are not full time or who work less than the applicable position's work year due to being hired after the contracted year or who resign, retire or are terminated before the end of the contract year or whose census category changes during the contract year. The Medical Benefit Plan cost in excess of the CAP will be reimbursed by the employee via payroll deduction. Employees must authorize the District the right to deduct the employee's portion of the applicable Medical Benefit Plan Cost via payroll deduction as a condition to be eligible for the Medical Benefit Plan.

- C. The Board agrees to provide a Non-Medical Benefit Plan as negotiated and listed below and monthly premium payments, as described below for **duration of agreement**, provided the individual is employed full-time; employees less than full time will be prorated accordingly.
- D. Proration of Fringe Benefits
All fringe benefits for part-time employees hired after October 1, 1990 shall be pro-rated based upon a seven hour work day.
- E. Any employee not electing health care protection as provided above, may participate in the Cafeteria Section 125 Plan upon written application and receive payment equal to the cap limit for a single subscriber.
- F. The Board shall provide 100% of the actual annual premium for VSP-3+ Vision Care to all eligible employees and their eligible dependents for the duration of this agreement.
- G. Upon written application, the Board shall provide 100% of the actual annual premium for SET Dental Plan II (80,80,80 to \$1,500 max. with incentive plan) for the duration of this agreement, including internal and external coordination of benefits for each eligible employee of the bargaining unit and his/her eligible dependents.
- H. Payroll deductions shall be available for all MESSA programs.
- I. The above-named benefits are subject to the underwriting rules and regulations as set forth by the carrier.
- J. In the event an employee is on leave or laid off during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the lay off or leave. An employee hired after the first required work day of the school year shall be entitled to the above-mentioned employee benefits, subject to MESSA's underwriting guidelines.
- K. For the duration of this agreement, the employer shall provide 100% of the actual annual premium for Life Insurance Protection in the amount of \$10,000 that shall be paid to the Employee's designated beneficiary. The plan shall include accidental death and dismemberment (AD&D) and waiver of premium (WOP).
- L. Any portion of the plan's annual premium cost not covered by the Board maximum premium contribution shall be paid by the employee via payroll deduction.

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

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

ARTICLE 18
SALARY SCHEDULE
2019-2020

| STEPS | B.A. | B.A.+18 | M.A. B.A + 36 | MSW M.A.+15 | M.A.+30 EDS | M.A. + 45 | NURSE, COTA, PTA, CNA, HCA |
|-------|----------|----------|------------------|----------------|----------------|-----------|----------------------------------|
| 1 | \$39,984 | \$41,608 | \$43,233 | \$44,857 | \$46,483 | \$47,983 | \$28,289 |
| 2 | \$40,764 | \$42,421 | \$44,078 | \$45,734 | \$47,392 | \$48,892 | \$28,835 |
| 3 | \$41,543 | \$43,233 | \$44,923 | \$46,611 | \$48,302 | \$49,802 | \$29,380 |
| 4 | \$42,323 | \$44,045 | \$45,767 | \$47,488 | \$49,212 | \$50,712 | \$29,926 |
| 5 | \$44,662 | \$46,481 | \$48,301 | \$50,120 | \$51,940 | \$53,440 | \$31,563 |
| 6 | \$47,001 | \$48,918 | \$50,835 | \$52,751 | \$54,669 | \$56,169 | \$33,201 |
| 7 | \$49,340 | \$51,354 | \$53,369 | \$55,383 | \$57,398 | \$58,898 | \$34,838 |
| 8 | \$51,679 | \$53,791 | \$55,903 | \$58,014 | \$60,127 | \$61,627 | \$36,475 |
| 9 | \$54,018 | \$56,227 | \$58,437 | \$60,645 | \$62,856 | \$64,356 | \$38,113 |
| 10 | \$56,357 | \$58,664 | \$60,971 | \$63,277 | \$65,585 | \$67,085 | \$39,750 |
| 11 | \$58,696 | \$61,100 | \$63,505 | \$65,908 | \$68,314 | \$69,814 | \$41,387 |
| 12 | \$61,035 | \$63,537 | \$66,039 | \$68,540 | \$71,043 | \$72,543 | \$43,025 |

2020-2021

| STEPS | B.A. | B.A.+18 | M.A. B.A + 36 | MSW M.A.+15 | M.A.+30 EDS | M.A. + 45 | NURSE, COTA, PTA, CNA, HCA |
|-------|----------|----------|------------------|----------------|----------------|-----------|----------------------------------|
| 1 | \$40,984 | \$42,608 | \$44,233 | \$45,857 | \$47,483 | \$48,983 | \$29,289 |
| 2 | \$41,764 | \$43,421 | \$45,078 | \$46,734 | \$48,392 | \$49,892 | \$29,835 |
| 3 | \$42,543 | \$44,233 | \$45,923 | \$47,611 | \$49,302 | \$50,802 | \$30,380 |
| 4 | \$43,323 | \$45,045 | \$46,767 | \$48,488 | \$50,212 | \$51,712 | \$30,926 |
| 5 | \$45,662 | \$47,481 | \$49,301 | \$51,120 | \$52,940 | \$54,440 | \$32,563 |
| 6 | \$48,001 | \$49,918 | \$51,835 | \$53,751 | \$53,669 | \$57,169 | \$34,201 |
| 7 | \$50,340 | \$52,354 | \$54,369 | \$56,383 | \$58,398 | \$59,898 | \$35,838 |
| 8 | \$52,679 | \$54,791 | \$56,903 | \$59,014 | \$61,127 | \$62,627 | \$37,475 |
| 9 | \$53,018 | \$57,227 | \$59,437 | \$61,645 | \$63,856 | \$65,356 | \$39,113 |
| 10 | \$57,357 | \$59,664 | \$61,971 | \$64,277 | \$66,585 | \$68,085 | \$40,750 |
| 11 | \$59,696 | \$62,100 | \$64,505 | \$66,908 | \$69,314 | \$70,814 | \$42,387 |
| 12 | \$62,035 | \$64,537 | \$67,039 | \$69,540 | \$72,043 | \$73,543 | \$44,025 |

2021-2022

| STEPS | B.A. | B.A.+18 | M.A. B.A + 36 | MSW M.A.+15 | M.A.+30 EDS | M.A. + 45 | NURSE, COTA, PTA, CNA, HCA |
|--------------|-------------|----------------|--------------------------|------------------------|------------------------|------------------|---|
| 1 | \$41,984 | \$43,608 | \$45,233 | \$46,857 | \$48,483 | \$49,983 | \$30,289 |
| 2 | \$42,764 | \$44,421 | \$46,078 | \$47,734 | \$49,392 | \$50,892 | \$31,835 |
| 3 | \$43,543 | \$45,233 | \$46,923 | \$48,611 | \$50,302 | \$51,802 | \$31,380 |
| 4 | \$44,323 | \$46,045 | \$47,767 | \$49,488 | \$51,212 | \$52,712 | \$31,926 |
| 5 | \$46,662 | \$48,481 | \$50,301 | \$52,120 | \$53,940 | \$55,440 | \$33,563 |
| 6 | \$49,001 | \$50,918 | \$52,835 | \$54,751 | \$54,669 | \$58,169 | \$35,201 |
| 7 | \$51,340 | \$53,354 | \$55,369 | \$57,383 | \$59,398 | \$60,898 | \$36,838 |
| 8 | \$53,679 | \$55,791 | \$57,903 | \$60,014 | \$62,127 | \$63,627 | \$38,475 |
| 9 | \$54,018 | \$58,227 | \$60,437 | \$62,645 | \$64,856 | \$66,356 | \$40,113 |
| 10 | \$58,357 | \$60,664 | \$62,971 | \$65,277 | \$67,585 | \$69,085 | \$41,750 |
| 11 | \$60,696 | \$63,100 | \$65,505 | \$67,908 | \$70,314 | \$71,814 | \$43,387 |
| 12 | \$63,035 | \$65,537 | \$68,039 | \$70,540 | \$73,043 | \$74,543 | \$45,025 |

- A. Any bargaining unit member required to work days in excess of the scheduled calendar shall be compensated at his/her per diem rate.
- B. Longevity shall be paid based on years of experience with the C.C.I.S.D. as follows:

| Longevity | 2019-20 | 2020-21 | 2021-22 |
|-----------------------|----------------|----------------|----------------|
| After 11 years | \$775.00 | \$775.00 | \$775.00 |
| After 16 years | \$1850.00 | \$2250.00 | \$2650.00 |
| After 21 years | \$2450.00 | \$2850.00 | \$3250.00 |
| After 26 years | \$3100.00 | \$3500.00 | \$3900.00 |
| After 28 years | \$3600.00 | \$4000.00 | \$4400.00 |

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

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

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

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

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

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

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

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

Approved summer work will be limited to:

Direct services to students;
Required meetings and trainings.

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

| | |
|---------------------|-------------|
| Camp Director (1) | \$1600/week |
| Camp Instructor (2) | \$ 900/week |
| Nurse | \$ 900/week |

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

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

- G. Nursing duties will be reimbursed at 70% of the B.A. Schedule on the appropriate step and teaching duties will be reimbursed at 50% of the appropriate step.
- H. The COTA/PTA salary schedule shall be pro-rated on the Nurse scale.
- I. At the Board's discretion, staff serving in the following capacities will receive a stipend as specified below: (All positions will be posted annually internally)

| | |
|---|--------|
| HOSA: | \$500 |
| Greenhouse Coordinator: | \$1000 |
| Lead Teacher: | \$2000 |
| Early Childhood Special Education Coordinator: | \$3000 |
| Multi-tiered Systems of Support (MTSS) Coordinator | \$3000 |
| Social Skills Teaching Program & Outreach Coordinator | \$3000 |

All positions are to include up to 3 days during the summer for duties listed in the job description. Any additional days, must be preapproved by an administrator and if granted will be paid at the person's hourly rate.

The staff member will continue to receive their hourly rate in the summer for duties not related to the job description with the same provision of being preapproved by an administrator.

J. Merit Pay: In order to comply with Section 164h(1)(d) of PA 108 of 2018, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1, of each year.

K. Cell Phone Stipend

Any staff member who has at least 40% of their caseload with require home visits, will receive a \$15 a month stipend for the use of their cell phones.

The stipend will be paid twice a year. To receive the stipends, the staff member must turn into the business office their cellphone bill and their caseload in December and June of each year.

ARTICLE 19

EXTENT OF AGREEMENT

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

ARTICLE 20

SCHOOL IMPROVEMENT

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

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

ARTICLE 21

MEDICALLY FRAGILE STUDENTS

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

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

ARTICLE 22

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2019, and shall continue in effect until the 30th day of June 2022.
- B. Copies of this Agreement titled, "Contractual Agreement between the Copper Country Intermediate School District Board of Education and the Copper Country Intermediate Education Association - CCEA-MEA-NEA", shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all bargaining unit members now employed, hereafter employed or considered for employment by the Board. All school district personnel policies or any changes in said policies shall be distributed to all employees represented by the Unit within thirty (30) days of the commencement of this contract, or upon employment.

ARTICLE 23

MENTOR TEACHER

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

ARTICLE 24

PUBLIC SCHOOL ACADEMIES

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

APPENDIX A

GRIEVANCE FORM

LEVEL 1

THIS SECTION TO BE FILLED OUT BY IMMEDIATE SUPERVISOR

ORAL GREIVANCE RECEIVED BY: _____
Immediate Supervisor

TIME AND DATE GRIEVANCE WAS ORALLY SUBMITTED TO YOU:
TIME: _____ DATE: _____

TIME AND DATE VERBAL ANSWER TO GRIEVANCE WAS SUBMITTED TO UNION/ASSOCIATION:
TIME: _____ DATE: _____

PLACE IN WRITING BELOW, VERBAL ANSWER THAT WAS SUBMITTED TO THE UNION/ASSOCIATION:

WRITTEN GRIEVANCE RECEIVED BY: _____
Immediate Supervisor

TIME AND DATE WRITTEN GRIEVANCE WAS SUBMITTED TO YOU:
_____: ____ AM/PM, _____, 20 ____

PLACE WRITTEN ANSWER HERE:

SIGNATURE: _____ TIME: _____ DATE: _____

RECEIPT ACKNOWLEDGED BY: _____
Union/Association Representative

TIME: _____ DATE: _____

GRIVANCE # _____

GRIEVANCE FORM

LEVEL 2

NAME OF GRIEVANT: _____

TIME AND DATE OF SUBMISSION: TIME: _____ DATE: _____

DISTRICT UNION/ASSOCIATION COLLECTIVE BARGAINING AGREEMENT INVOLVED: _____

CONTRACT PROVISION(S) VIOLATED: ARTICLE: _____ SECTION: _____

TIME AND DATE OF ALLEGED CONTRACTUAL VIOLATION: TIME: _____ DATE: _____

EMPLOYEE(S) INVOLVED IN GRIEVANCE: _____

STATEMENT OF ISSUE: _____

SYNOPSIS OF FACTS GIVING RISE TO THE ALLEGED VIOLATION: _____

ACTION OR RELIEF SOUGHT: _____

AGGRIEVED EMPLOYEE(S) SIGNATURE: _____

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

GRIEVANCE FORM

LEVEL 3

THIS SECTION TO BE FILLED OUT BY SUPERVISOR

PLACE WRITTEN ANSWER HERE: _____

SIGNATURE: _____ TIME: _____ DATE: _____
Supervisor

RECEIPT ACKNOWLEDGED BY: _____
Union/Association Representative

TIME: _____ DATE: _____

THIS SECTION TO BE FILLED OUT BY UNION/ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE IMMEDIATE SUPERVISOR?

_____ SATISFACTORY

_____ UNSATISFACTORY

POSITION OF ASSOCIATION OR UNION: _____

SIGNATURE: _____ TIME: _____ DATE: _____
Union/Association Representative

RECEIPT ACKNOWLEDGED BY: _____
Superintendent or Board of Education Representative

TIME: _____ DATE: _____

GRIEVANCE FORM

LEVEL 4

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

PLACE WRITTEN ANSWER HERE: _____

SIGNATURE: _____ TIME: _____ DATE: _____
Superintendent or Board of Education Representative

RECEIPT ACKNOWLEDGED BY: _____
Union/Association Representative

TIME: _____ DATE: _____

THIS SECTION TO BE FILLED OUT BY UNION/ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE IMMEDIATE SUPERVISOR?

_____ SATISFACTORY

_____ UNSATISFACTORY

POSITION OF ASSOCIATION OR UNION: _____

THE UNION/ASSOCIATION **DOES/DOES NOT** INTEND TO PROCESS THE GRIEVANCE THROUGH ARBITRATION.

SIGNATURE: _____ TIME: _____ DATE: _____
Union/Association Representative

RECEIPT ACKNOWLEDGED BY: _____
Superintendent of Schools

TIME: _____ DATE: _____

APPENDIX B

COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT SICK LEAVE BANK REQUEST

EMPLOYEE'S NAME: _____

DATE REQUEST FILED: _____

DATE TO BEGIN DRAW FROM SICK LEAVE BANK: _____

DAYS REQUESTED FROM SICK LEAVE BANK (UP TO FIFTY (50)): _____

Signature of Employee

Signature of Association

Signature of Superintendent

SIGNATURE PAGE

By: _____
Its Co-President

By: _____
Its President

By: _____
Its Co-President

By: _____
Superintendent

By: _____
Negotiating Committee Member

By: _____
Member

By: _____
Negotiating Committee Member

By: _____
Member

By: _____
Negotiating Committee Member

By: _____
Member

COPPER COUNTRY EDUCATION ASSOCIATION

By: _____

By: _____

By: _____

DATED THIS _____ DAY OF _____, 20 ____ .

SIGNATURE PAGE

By: Janel Sumner
Its Co-President

By: Robert E. Turner
Its President

By: Kristin M. Colombe
Its Co-President

By: Wayne Stedman
Superintendent

By: _____
Negotiating Committee Member

By: Paul Cloutier
Member

By: _____
Negotiating Committee Member

By: Robt. E. Turner
Member

By: _____
Negotiating Committee Member

By: Karen Johnson
Member

COPPER COUNTRY EDUCATION ASSOCIATION

By: [Signature]

By: _____

By: _____

DATED THIS 1st DAY OF July, 20 19.