

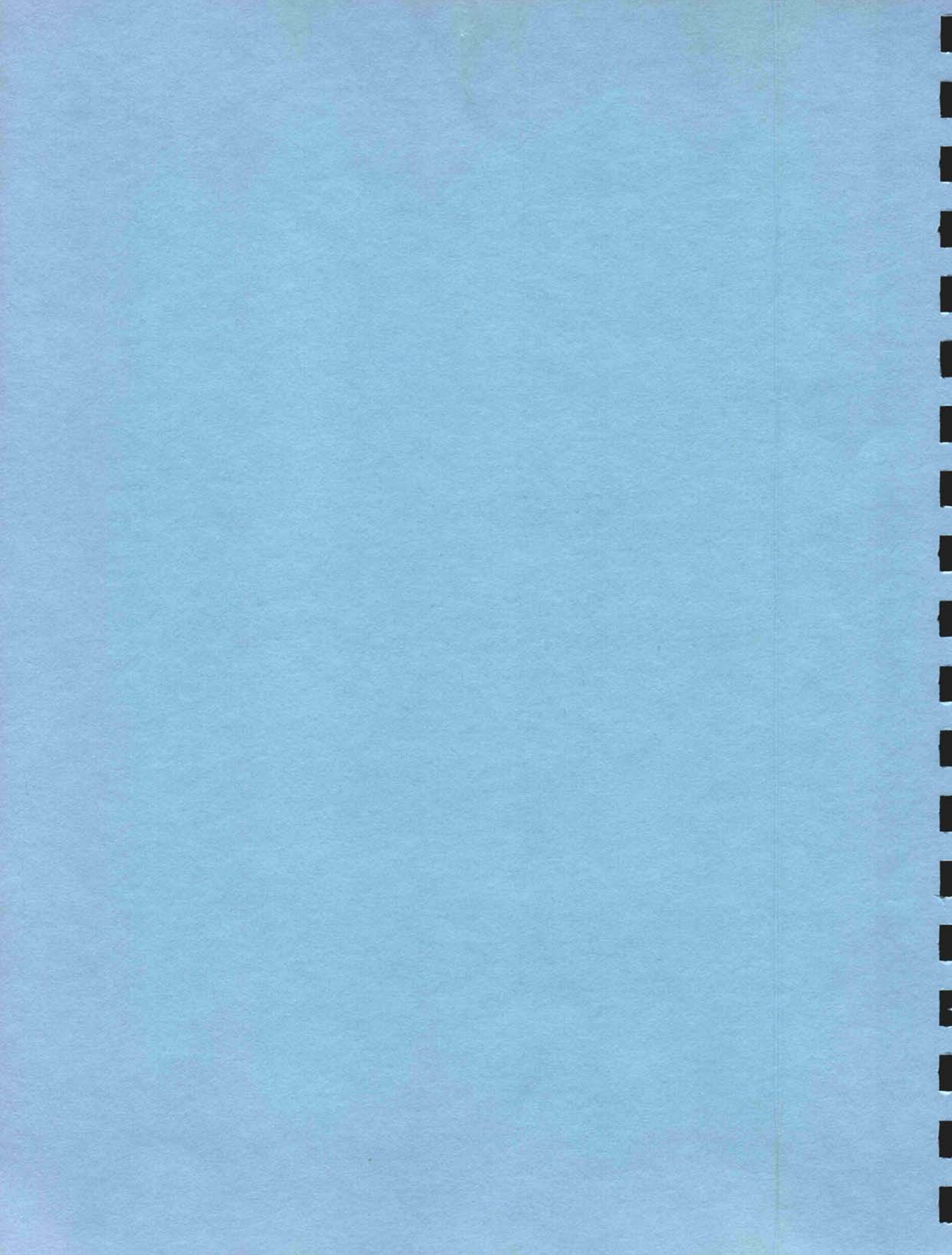
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8/31/2000

**Agreement  
between the  
Chassell Township Schools  
Board of Education  
and the  
Copper Country Education Association  
1998 - 2000**

*Chassell Township Schools*





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ARTICLE I

RECOGNITION

Pursuant to Act 397, Public Acts of 1965, as amended, the Chassell Board of Education of Chassell Township Schools of Chassell, Michigan (hereinafter referred to as the Board) recognizes the Copper Country Education Association/MEA/NEA (hereinafter referred to as the Association) as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the agreement for the professional employees of the Board (hereinafter referred to as employees) in the bargaining unit defined as: all full time and part time certified teaching personnel including classroom teachers, guidance counselors and substitute teachers, under probationary contract or continuing tenure, but excluding clerical and office employees, supervisory and executive personnel, all teacher aides, and all others not specified in the above bargaining unit.

ARTICLE II

BOARD RIGHTS

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

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

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



### ARTICLE III

#### GRIEVANCE PROCEDURE

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

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

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

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

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

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

- B. All preparation, filing, presentation or consideration of grievances shall be held at time other than when a teacher of Chassell District is to be at their assigned duty station. The Chassell District shall designate one representative to assist in handling grievances when requested by the grievant. If the particular grievance is a "class" grievance affecting teachers in more than one building, the grievance shall be processed directly at Level Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level One.
- C. The term "days" as used herein shall mean days in which school is in session
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;



4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

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

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

#### Level One

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

#### Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he may within seven (7) days file a written grievance with the principal or his designee. Within five (5) days of the receipt of the grievance, the principal or his designee shall decide whether or not there is a legitimate grievance. If the aggrieved person is not satisfied with the principal's disposition of the grievance, he may within five (5) days file a written grievance with the superintendent. Within ten (10) days from receipt of the grievance by the superintendent, he shall render a decision on the grievance. If no written response is made by the administration within ten (10) days, the grievance shall be awarded to the grievant. If the teacher does not appeal the grievance to Level Three within ten (10) days after receiving said answer, the grievance shall be considered settled or abandoned.

#### Level Three

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

#### Level Four

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after receipt of the board's decision notify the board of

its intent to pursue the grievance to arbitration. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

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

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

The decision of the arbitrator shall be final and binding.

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

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

#### Miscellaneous Provisions

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

## ARTICLE IV

### TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the junior-senior high school will be 25 teaching periods, 5 supervised study hall or tutorial periods or a combination thereof, and 5 unassigned preparation periods based on the 7-period day wherever possible. The normal weekly teaching load in the elementary school will be 35 teaching periods. Preparation periods prior to the opening of and immediately following the close of the class day are planned as part of the elementary teacher's day. When elementary students are assigned to another teacher (i.e. physical education, music, art) this will be a preparation period for the regular classroom teacher.
- B. Teachers shall be entitled to a 30-minute duty-free lunch period.
- C. The elementary schedule shall include a nineteen (19) minute recess each morning and each afternoon. Teachers shall supervise the recess on an alternating schedule as was the 1987-88 practice.
- D. Elementary teachers shall teach the overload P.E. class during those periods of time their class is not included in the rotation.
- E. Teachers are to be in the building ten (10) minutes before the scheduled start of school and are to remain in the building eleven (11) minutes after students are dismissed, making the school day for teachers 8:05 a.m. to 3:30 p.m.

ARTICLE V

TELEINSTRUCTIONAL BROADCASTING

A. Definitions

1. "Teleinstructional teaching assignments" and the "telecommunications classes" are used interchangeably and refer to teaching K-12 students in an originating site district during the K-12 instructional day whether or not the assignment contains one or more sections of teleinstructional teaching responsibilities.
2. "Teacher" for purposes of this Appendix shall refer to an individual assigned to a teleinstructional teaching assignment in an originating site district.
3. "Regular K-12 instructional day" shall refer to the daytime K-12 teaching staff work day in a particular district as determined by the Master Agreement.
4. "Originating site district" refers to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to receiving site districts during the regular K-12 instructional day.
5. "Receiving site district" refers to a district in which programs are received during the regular K-12 instructional day.

B. Staffing

1. The originating site district reserves the right of selection and assignment of teachers to teleinstructional classes subject to posting and seniority. An originating site district will attempt to find volunteers prior to implementing involuntary transfers.
2. Nothing in this Appendix shall be deemed to require the assignment of bargaining unit personnel as monitors in receiving site districts' telecommunications classrooms.
3. In all cases, teaching staff assigned to telecommunications classes shall be considered an employee of the originating site district in which he/she is employed. Such teachers shall have no rights in other originating site districts or receiving site districts.

C. Responsibilities of Originating and Receiving Site Districts and Staff

1. The telecommunications class teacher will be responsible for the course content, material and selection, instruction, testing and evaluation of the students at the originating site and at all receiving sites consistent with the policies and procedures of the originating site district. Teachers will cooperate and provide necessary assistance to staff assigned to supervise receiving site district classrooms.



2. The originating site district will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, class work, tests and other classroom materials.

D. Working Conditions, Class Size and Teacher Evaluation

1. All conditions and practices agreed upon in the Chassell EA Master Contract shall apply to the distance learning program. The Master Contract shall supersede in the event of an apparent discrepancy.
2. Class size in teleinstructional teaching assignments shall be of a manageable size in combination of the remote and originating site.
3. Any required travel in personal vehicles shall be reimbursed at the rate established by board policy.
4. Video tapes will not be used in the evaluation process.
5. A teacher assigned teleinstructional teaching shall receive a \$750.00 stipend the first year they teach on the system.

E. Effect on Teacher Employment

1. The intent and purpose is to provide a vehicle for the cooperative offering and sharing of educational opportunities in a cost effective and efficient manner.
2. It is not the intent and purpose of the teleinstructional project to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications. No bargaining unit member shall be laid off due to teleinstructional learning during the life of this Agreement.

F. Broadcast and Rebroadcast

1. Rebroadcast for students absent on a given day, remedial instruction, teacher use and for demonstration purpose is permitted.
2. Videotapes of teleinstructional classes are the property of the originating site district.

G. Duration, Review and Future Negotiations

1. The parties agree it may be necessary to meet during the contract period to discuss issues not contemplated or addressed in this Appendix.

## ARTICLE VI

### GRADING

In order to implement 1988 P.A. 232 (MCLA 380.1249), the parties agree to utilize the following procedures where a teacher's assignment of a grade is challenged.

1. The Association and the District shall form a committee composed of the Association President, involved teacher, principal and student or the student's representative. The committee shall hear all challenges to a grade which are presented for its review. The committee shall select a chairperson from its members.
2. In the event a parent, student, legal guardian of a student, or other person challenges the assignment of a grade, said challenge or complaint shall be made to the teacher's principal who shall review the substance of the complaint, inform the affected teacher of the complaint, and consult with the teacher. No grade shall be changed if challenged more than 30 days after said grade was issued to the student.
3. Should the principal desire a grade change, he/she shall inform the affected teacher in writing of reasons why he/she believes the grade should be changed, and must seek the agreement of the affected teacher. If the teacher agrees to the proposed grade change, the parent/student will be notified and the process concluded.
4. In the event the teacher does not concur in the grade change, the principal shall notify the chairperson of a committee and the Association that there exists a dispute regarding assignment of grade, and request this committee to convene. It is expressly understood that no individual other than the principal and the affected teacher can demand the convening of the committee to review the assignment of a grade.
5. The chairperson shall notify the committee and the complaining student/parent of the place, date, and time of the meeting.
6. The committee shall meet as a committee of the whole and shall review the facts of the case, the principal's rationale for the proposed grade change, the teacher's rationale for the assignment of the grade, and the student/parent's objections to the original grade. No side shall be permitted to cross examine the other participants, or be represented by legal counsel. Committee members may direct questions to any of the participants at the meeting.
7. The committee shall draft a written decision determining whether the grade should be changed in accordance with the standards outlined above.
8. All proceedings shall comply with the requirements of the Family Educational Rights and Privacy Act of 1974, with regard to the confidentiality of student records.

9. In the event a committee member comes before the committee as an involved teacher, pupil or parent, he/she shall be replaced by an alternate on the committee.
10. If the complainant is not satisfied with the decision of the committee, he/she may appeal to the superintendent and board as described in board policy 9130 "Public Complaints."

ARTICLE VII

PROTECTION OF TEACHERS

- A. Control of the student in a classroom and the discipline of students for just cause in the classroom is the direct responsibility of the teacher. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take necessary steps to relieve the teacher of responsibilities with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide necessary assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in his defense.
- D. The determination as to whether the time lost by a teacher under this article is to chargeable, or non-chargeable, to sick leave will be made by the Board given due consideration to the circumstances of the incident.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board except in the case of negligence or neglect of duty, for any damage or loss to person or property.



## ARTICLE VIII

### TEACHING RIGHTS/ASSOCIATION RIGHTS

#### Teacher Rights

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

#### Association Rights

- C. The Board agrees to furnish to the Association in response to reasonable requests, all publicly available information concerning the financial resources of the District, tentative budgetary requirements and allocation as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, music supplies and equipment, and similar materials are the tools of the teaching profession. Every teacher shall turn in a requisition to the Board by April 10 of each school year or by such other date as may be designated by the superintendent of schools. The teacher will be informed as soon as possible thereafter as to whether the requisitions shall be approved by the Board in full, in part, or not at all. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. Adequate parking facilities shall be made available to teachers for their use.
- F. Each building principal shall be furnished, at the start of the scheduled school year, keys for teachers to the building and to the homerooms. These keys shall be returned by the teachers at the conclusion of the scheduled school year. In case of loss, the superintendent shall be notified as soon as possible.
- G. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings; however, prior arrangements must be made before the intended meeting date and approval granted by the superintendent. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media or communication shall be made available to the Association and its members.

ARTICLE IX

QUALIFICATIONS AND ASSIGNMENTS

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

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

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

- G No professional staff member or candidate for such a position in the District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which the Board is responsible.



ARTICLE XI

STAFF REDUCTION

In the event of a reduction in staff, employees to be laid off will be notified at least sixty (60) days in advance of implementation.

In the event the Board decides to reduce the number of teachers through layoff, or reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate positions, the following procedure shall be followed:

- A. Probationary teachers shall be laid off first provided there are tenured teachers qualified and certified to replace them. The order of reduction among probationary teachers shall be according to the academic needs of the district, competency, certification and seniority.
- B. The order of reduction among tenure teachers shall be according to the academic needs of the district, competency, certification and seniority.
  - 1. Competency shall be determined by the administration in terms of majors and minors and training, extent of experience and teacher evaluations.
  - 2. Seniority shall be defined as the length of service in the Chassell Township School District measured by service in the Chassell Township School District as a member of the bargaining unit when under regular contract and does not include any leaves of absence.
- C. It is understood by the parties that in the event of a reduction in force requiring the elimination of one elementary teacher, the elementary teacher with the least seniority in the Chassell District shall be removed first. In all other instances, Article X shall control a reduction in force.
- D. The order of recall shall be in the reverse order of layoff, in accordance with criteria listed in A and B above.
- E. The provisions of this layoff procedure will conform with the regulations of the State Tenure Commission.
- F. The Board shall give written notice of recall from layoff by sending a registered letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the teacher. If the teacher fails to respond within fifteen (15) days of receipt of the recall as to intent to report for work immediately or at the start of the next school year, such teacher shall be considered to be a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship he may have had with the Board.

## ARTICLE XII

### TEACHER EVALUATION

The Michigan Mandatory Tenure Act (Act 2, Public Acts of Michigan of 1964) became effective in July, 1965. It is an act "relative to continuing tenure of office of certified teachers in public educational institutions."

The Act created a state tenure commission and prescribes the powers and duties thereof, and prescribes penalties for violation of the provisions of the Act.

It places responsibility on the Board of Education to provide the probationary periods for new teachers; to regulate discharges or demotions; to provide for resignation as well as for continuing tenure.

In accordance with the Act, the Chassell Board of Education adopts the following policies:

- A. All probationary contracts shall be in writing, with copies retained by the administration and the teacher.
- B. Non-tenure teachers shall be placed on probationary status, during which time the teacher shall be observed periodically and evaluated by administrators. Probationary teachers shall be evaluated at least twice each year. Tenure teachers shall be evaluated at least once every three (3) years.
- C. Toward the end of the first through fourth years of employment, evaluation reports are to be filed with the superintendent. The superintendent will review all available information regarding the probationary teacher and make a final recommendation to the Board of Education. The School Board may then act in one of the following ways:
  1. Rehire the teacher and place on an additional year of probation or on tenure.
  2. Notify the teacher that no contract will be issued for further employment. Such notice shall be in writing and given by April 30.
- D. The Board's decision concerning these above matters shall be final and not subject to the grievance procedure.
- E. All teachers shall have the right, upon reasonable request, to inspect their official personnel file maintained by the superintendent, excluding confidential information as determined by current regulations/laws.
- F. Evaluation Procedure
  1. An observation of the teacher shall be a continuous class period. Since observation is an ongoing process, it could require a class period or several class periods.

2. The administrator shall prepare and submit a written report and recommendations to the teacher within ten (10) working days of the observation.
  3. The administrator shall hold a post-observation conference with the teacher within ten (10) working days of the teacher's receipt of the written report for the purpose of clarifying the written report and recommendations if the teacher's work is considered unsatisfactory.
  4. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve.
  5. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- G Classroom monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit T.V., public address or audio systems and similar surveillance devices shall be strictly prohibited.

ARTICLE XIII

COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. Compensation over and above the regular salary schedule is set forth in Schedule B, and incorporated into this Agreement.
- C. Teachers shall not be required to report or remain more than the scheduled school year or as individual contracts or assignments require.
- D. Pay periods shall commence the second Friday of the scheduled year and shall continue on the alternate Fridays, making a total of twenty-six (26) pay periods a year. Upon request, each teacher will receive salary paid in twenty-one (21) pay periods on alternate Fridays over the school year. Each teacher will sign a form indicating his/her preference during the first week of school.
- E. In the event a teacher is required or requested to give up his/her preparation time in order to cover another teacher's assignment, said teacher shall be compensated at the rate of sixteen dollars (\$16.00) per substitution. In the school year 1999-2000, this amount will increase to seventeen dollars (\$17.00) per substitution.

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

- F. In the event a teacher in grades 7-12 is assigned to teach a sixth contact hour in place of a study hall, said teacher shall be compensated at the rate of eight hundred fifty dollars (\$850) per semester.

SCHEDULE A

CHASSELL TOWNSHIP SCHOOLS  
1998-1999 SALARIES

| <u>STEP</u> | <u>BA</u> | <u>BA+C</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|-------------|-----------|--------------|--------------|
| 0           | \$25847   | \$27030     | \$28211   | \$29394      | \$30574      |
| 1           | 27140     | 28382       | 29625     | 30863        | 32104        |
| 2           | 28432     | 29734       | 31032     | 32335        | 33633        |
| 3           | 29726     | 31086       | 32446     | 33803        | 35161        |
| 4           | 31018     | 32436       | 33854     | 35272        | 36689        |
| 5           | 32313     | 33788       | 35266     | 36742        | 38219        |
| 6           | 33603     | 35140       | 36675     | 38214        | 39748        |
| 7           | 34894     | 36492       | 38086     | 39680        | 41275        |
| 8           | 36186     | 37843       | 39496     | 41151        | 42806        |
| 9           | 37479     | 39196       | 40908     | 42621        | 44333        |
| 10          | 38773     | 40545       | 42319     | 44090        | 45861        |
| 11          | 40065     | 41897       | 43729     | 45560        | 47391        |

1999-2000 SALARIES

| <u>STEP</u> | <u>BA</u> | <u>BA+C</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> |
|-------------|-----------|-------------|-----------|--------------|--------------|
| 0           | \$26622   | \$27841     | \$29057   | \$30276      | \$31491      |
| 1           | 27954     | 29233       | 30514     | 31789        | 33067        |
| 2           | 29285     | 30626       | 31963     | 33305        | 34642        |
| 3           | 30618     | 32019       | 33419     | 34817        | 36216        |
| 4           | 31949     | 33409       | 34870     | 36330        | 37790        |
| 5           | 33282     | 34802       | 36324     | 37844        | 39366        |
| 6           | 34611     | 36194       | 37775     | 39360        | 40940        |
| 7           | 35941     | 37587       | 39229     | 40870        | 42513        |
| 8           | 37272     | 38978       | 40681     | 42386        | 44090        |
| 9           | 38603     | 40372       | 42135     | 43900        | 45663        |
| 10          | 39936     | 41761       | 43589     | 45413        | 47237        |
| 11          | 41267     | 43154       | 45041     | 46927        | 48813        |

LONGEVITY

|       |   |        |
|-------|---|--------|
| 13-15 | L | \$ 400 |
| 16-18 | L | 950    |
| 19-21 | L | 1500   |
| 22+   | L | 2000   |

CHASSELL TOWNSHIP SCHOOLS

SCHEDULE B

|  | <u>1998-1999</u> | <u>1999-2000</u> |
|--|------------------|------------------|
| Basketball - Varsity .....                   | \$3,304.....     | \$3,403          |
| Basketball - J.V. ....                       | 1,485.....       | 1,530            |
| Basketball - Jr. High .....                  | 838.....         | 865              |
| Track - Head Coach.....                      | 1,066.....       | 1,098            |
| Track - Assistant Coach.....                 | 220.....         | 227              |
| Track - Jr. High.....                        | 250.....         | 258              |
| Cross Country.....                           | 1,066.....       | 1,098            |
| Volleyball - Varsity.....                    | 3,304.....       | 3,403            |
| Volleyball - J.V.....                        | 1,485.....       | 1,530            |
| Golf.....                                    | 600.....         | 618              |
| Cheer leading Advisor.....                   | 524.....         | 540              |
| Forensics - Head Coach.....                  | 500.....         | 515              |
| Forensics - Assistant Coach.....             | 250.....         | 258              |
| Instrumental Music and Choral.....           | 2,032.....       | 2,093            |
| Grade 12 Advisor.....                        | 660.....         | 680              |
| Grade 11 Advisor.....                        | 329.....         | 339              |
| Grade 10 Advisor.....                        | 220.....         | 227              |
| Grade 9 Advisor.....                         | 220.....         | 227              |
| High School Quiz Bowl.....                   | 500.....         | 515              |
| Drama (per play, maximum of 2 plays).....    | 300.....         | 309              |
| Choir.....                                   | 350.....         | 361              |
| Camp Nesbit.....                             | 354.....         | 365              |
| Student Council.....                         | 612.....         | 630              |
| Yearbook.....                                | 574.....         | 591              |
| National Honor Society Advisor.....          | 250.....         | 258              |
| Chaperones (voluntary) (per occurrence)..... | 26.....          | 27               |
| Summer Band (per performance).....           | 34.....          | 35               |
| Driver Education.....                        | 15.54/hr.....    | 16.01/hr         |

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



#### SUPPLEMENT FOR COLLEGE CREDIT

Any teacher who attains 18 hours or a continuing certificate, a Masters Degree, or a Masters Degree + 15 hours shall receive the appropriate adjustment in salary at September 1 or February 1. The above courses are to be first approved by the superintendent before enrollment.

#### CREDIT FOR EXPERIENCE

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

PROFESSIONAL COMPENSATION SECTION

INSURANCE PROTECTION

- A. The current carrier of health care insurance will not be changed unless agreed to during collective bargaining.

A choice of the following MESSA Super Care 1 PAK plans are offered to employees for a full 12 months without cost subject to the rules and regulations of the carrier for the duration of the contract.

Plan A:

Super Care 1 (the employer shall reimburse employee's deductible up to \$100 and \$1.50 for prescription drug co-pay)

|                   |                    |
|-------------------|--------------------|
| Delta Dental Plan | 80/80/80 - \$1,300 |
| Vision            | VSP-3              |
| Negotiated Life   | \$5,000 AD&D       |

Plan B:

Employees electing not to take health insurance coverage as provided under Plan A shall be provided with the option to elect up to \$100 per month in qualified benefits and/or cash under a Section 125 Cafeteria Plan, along with the following coverages:

|                   |                    |
|-------------------|--------------------|
| Delta Dental Plan | 80/80/80 - \$1,300 |
| Vision            | VSP-3              |
| Negotiated Life   | \$5,000 AD&D       |

- B The Board shall pay \$4.20 toward Income Protection Insurance if the teacher desires such protection.
- C In the event an employee is terminated during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve month insurance year earned at the time of termination. The employee may continue his/her health care coverage subject to the underwriting guidelines of the current carrier at his/her own expense, for the balance of the layoff year when coverage is no longer provided.

ARTICLE XIV

ALCOHOLISM AND DRUG ABUSE

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

ARTICLE XV

COMMUNICABLE DISEASES

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

## ARTICLE XVI

### SICK LEAVE AND OTHER LEAVES

#### A. Physical Examinations

1. Each teacher may be asked to submit to an annual chest x-ray or Mantoux at board expense. The board may, when in the best interest of the school and for good cause, require any teacher to submit to a physical/psychological/psychiatric exam at board expense.
2. In the event that the results of the examination are not acceptable to either party, the services of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination shall supersede that of the original physician. The expense is to be borne by the dissatisfied party. This does not apply to chest x-ray and/or Mantoux test.

#### B. Partial Disability

In case of partial disability which may incapacitate the teacher from discharging his full teaching duties, such teacher's assignment may be adapted to his ability and proportional salary adjustment made, wherever practical.

#### C. Sick Leave Allowance

1. A teacher anticipating an absence, will notify the building principal as soon as possible. All teachers will maintain a lesson plan book which will include a class roster. The lesson plan for the upcoming week will be turned in to the principal on Friday. The location of plans will be made known to the principal.
2. The Chassell Board of Education grants to each regular part-time and/or full-time teacher, excepting those classified as substitutes or hired on a day to day basis, annual allowance of sick leave days subject to rules and regulations controlling the number of days, use, and accumulation of the same.
3. a. Each teacher shall receive sick days at the rate of twelve (12) days per annum. The days shall become effective when the teacher reports for duty as authorized. In the event a teacher terminates his employment, the above twelve days shall be pro-rated to the time employed. In the event of overpayment, any necessary payroll reductions shall be made on the teacher's last paycheck.
- b. Sick leave may be utilized subject to the following conditions:
  - (1). Personal illness or physical disability of the employee.
  - (2). Personal illness of the employee. Illness or death in the immediate family. Quarantining of the employee in case of contagious diseases - the quarantining having been imposed by the proper health authorities.
  - (3). Sick leave as such does not apply just preceding or following a holiday or vacation period without an M.D.'s written statement.

4. At the end of the year any unused portion of the teacher's allowance, up to a maximum of twelve (12) days in any one school year, shall be allowed to accumulate in reserve for said teacher to a maximum of no more than one hundred sixty (160) days.
5. Illness in the immediate family is defined as illness of a spouse, mother, father, sister, brother, child and grandparents (if dependent upon the employee for support).
6. Each teacher employed by the Board of Education shall be allowed the regular allotted sick leave days each year with full pay in case of non-compensable illness or injury. In the case of illness or injury compensated by the Michigan State Accident Fund, the teacher's salary will be the difference between his regular salary and the amount paid by the Michigan State Accident Fund Insurance, for duration of contract year. In such instance accumulated sick leave shall be reduced on a pro-rata basis.
7. Sick leave for teachers employed on part-time, or for part of the school year, will be granted in proportion to the time employed.
8. A statement of sick leave account will be presented each teacher on request.
9. A teacher reporting for duty at the beginning of the work period who is forced to leave because of illness or accident any time after two hours of duty will be considered absent for sick leave purposes one-half day.
10. The teacher shall, on request of the board or designee, present a doctor's certificate or other proof of illness satisfactory to the board covering the full period of absence for which he is to be paid.
11. All properly chargeable absences for one-half day or more shall be subtracted from the employee's accrued sick leave, but in no case shall the debit be more than five (5) days for any calendar week. This applies whether or not the work is absorbed by others or assumed by a substitute.
12. In case of serious accident, illness, and/or emergency surgery, requiring extended medical care or hospitalization, additional sick leave up to one-half of the individual's accumulated total, at the beginning of the year, may be granted at the discretion of the superintendent and subject to the approval of the board.

D. Pay for Unused Sick Leave

Any teacher with thirty (30) years of service to the Chassell School District shall be paid at the time of retirement Ten Dollars (\$10.00) per day for their unused sick leave up to 160 days.

E. Unpaid Leave of Absence

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



F. Funeral Leave

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

G. Military Leave

Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Length of such leave shall be limited to two years, unless national emergency warrants otherwise. Teachers on military leave shall be given the benefit of all salary increments and sick leave allowance which would have been credited to them had they remained in active service to the school system.

H. Conferences

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

I. Jury Duty

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

J. Extended Leave

The following leave of absence without pay may be granted upon application with the approval of the superintendent and board:

Up to one (1) year for full-time graduate study at a college or university providing the study is related to the employee's teaching. This leave must be applied for by March 15 for the leave to apply the following year.

An employee granted leave under Article XIII, I, shall be eligible to continue his/her health care coverage, subject to the underwriting guidelines of the current carrier, during this leave, at his/her own expense. Upon returning to the district, a teacher will be offered a position similar to the one occupied prior to the leave.

K. Local Association Business

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

L. Association Education Leave

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

M. Professional Business Days

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

N. Personal Leave Days

Two other personal leave days may be granted annually to each teacher to be used for other purposes without loss of pay for time involved nor will personal days be charged against the teacher's sick leave account. Such requests for personal leave shall be submitted to the superintendent at least five (5) days prior to the date said leave is desired. One unused personal leave day will accumulate to the following year to provide for a maximum of three (3) days to be used in any given year.

ARTICLE XVII

PAYROLL DEDUCTION OF DUES

- A. Any teacher who is a member of the Chassell District or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA. Such authorization shall continue in effect from year to year. The Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten months beginning in September and ending in June. The Board agrees promptly to remit the NEA and MEA dues to the Michigan Education Association, accompanied by an alphabetical list of teachers for whom such deductions have been made.
- B. The Chassell District agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reason of, action taken by the Board or any of its agents for the purpose of complying with this article.
- C. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- D. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in the preceding article, the Board recognizes the right of the Association to pursue legal remedies for those teachers who are in non-compliance with regard to the dues and/or service fee provision of this contract and such teacher's membership contract with the Association.

ARTICLE XVIII

EQUAL EDUCATIONAL OPPORTUNITY

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

ARTICLE XIX

SEVERABILITY

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

ARTICLE XX

EMPLOYEE DISCIPLINE

No teacher shall be disciplined, reprimanded or suspended without just cause. Any discipline which is a written warning or more severe than a written warning shall be preceded by the employer informing the employee of their right to representation by the Association representative. The employee has the option to have representation present or to waive such representation.



ARTICLE XXI

SCHOOL IMPROVEMENT

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms site-based decision making, school improvement, effective schools, as provided in Public Act 25 1990 or other similar plans:

1. In the event that any provision(s) of a school improvement plan (SIP) or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.
2. Copies of all building level school improvement plan reports, minutes and recommendations shall be provided to the Association president, grievance chair and P.N. chair by the superintendent.
3. Employee participation in any and all plans, programs or projects included in the term "SIP" is voluntary. Participation or non participation shall not be used as a criterion for evaluation, discipline or discharge.
4. The Master Agreement may not be modified in whole or in part except by mutual, written agreement by the Association and the Board.

ARTICLE XXII

MEDICALLY FRAGILE STUDENTS

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

ARTICLE XXIII

MISCELLANEOUS

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

ARTICLE XXIV

EARLY RETIREMENT INCENTIVE

When the combination of years of service to the Chassell District and one's age total eighty (80), that person is eligible for the early retirement incentive program as outlined below:

1. Upon reaching eligibility the maximum benefit becomes available.
2. The maximum benefit is \$5,000.
3. For each year after becoming eligible this benefit shall be reduced by the amount of \$1,000.00 until such benefit reaches zero.

CHASSELL TOWNSHIP SCHOOLS

1998-1999 SCHOOL CALENDAR

|                                 |                                  |
|---------------------------------|----------------------------------|
| Monday, August 31               | Teacher Inservice Day            |
| Tuesday, September 1            | First Day of School for Students |
| Monday, September 7             | Labor Day                        |
| Friday, October 9               | Teacher Inservice Day            |
| Thurs. & Fri., November 26 & 27 | Thanksgiving Recess              |
| Monday, December 21             | Begin Christmas Recess           |
| Monday, January 4               | Classes Resume                   |
| Thursday, January 21            | End of First Semester            |
| Friday, January 22              | Records Day                      |
| Fri.-Tues., April 2-6           | Easter Recess                    |
| Monday, May 31                  | Memorial Day                     |
| Friday, June 4                  | Last Day of School               |

Instructional Days

|           |    |          |     |
|-----------|----|----------|-----|
| September | 21 | February | 20  |
| October   | 21 | March    | 23  |
| November  | 19 | April    | 19  |
| December  | 14 | May      | 20  |
| January   | 19 | June     | 4   |
|           |    | TOTAL    | 180 |

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

CHASSELL TOWNSHIP SCHOOLS

1999-2000 SCHOOL CALENDAR

|                                 |                                  |
|---------------------------------|----------------------------------|
| Tuesday, August 31              | Teacher Inservice Day            |
| Wednesday, September 1          | First Day of School for Students |
| Monday, September 6             | Labor Day                        |
| Friday, October 8               | Teacher Inservice Day            |
| Thurs. & Fri., November 25 & 26 | Thanksgiving Recess              |
| Thursday, December 23           | Begin Christmas Recess           |
| Monday, January 3               | Classes Resume                   |
| Thursday, January 20            | End of First Semester            |
| Friday, January 21              | Records Day                      |
| Fri.-Mon., February 25-28       | Winter Break                     |
| Fri.-Tues., April 21-25         | Easter Recess                    |
| Monday, May 29                  | Memorial Day                     |
| Friday, June 2                  | Last Day of School               |

Instructional Days

|           |    |          |     |
|-----------|----|----------|-----|
| September | 21 | February | 19  |
| October   | 20 | March    | 23  |
| November  | 20 | April    | 17  |
| December  | 16 | May      | 22  |
| January   | 20 | June     | 2   |
|           |    | TOTAL    | 180 |

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



**LETTER OF UNDERSTANDING**

Beginning with the 1998-1999 school the Association and the District agree to start classes at 8:15 a.m. and end classes at 3:19 p.m.

ARTICLE XXV

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of August 31, 1998, and will continue and remain in full force and effect until August 31, 2000.

IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

CHASSELL SCHOOL DISTRICT OF  
COPPER COUNTRY EDUCATION ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

CHASSELL TOWNSHIP SCHOOLS  
BOARD OF EDUCATION

By \_\_\_\_\_

By \_\_\_\_\_

