

MASTER AGREEMENT

Chippewa Hills Board of Education / Chippewa Hills Education Association

2012 – 2013

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PREAMBLE

The Board and the Association recognize and declare that providing a quality education for the children of the Chippewa Hills School District is their mutual aim.

This Agreement entered into this 26th day of June, 2012, by and between the Board of Education of the Chippewa Hills School District (hereinafter called "Board") and the Chippewa Hills Education Association, MEA/NEA (hereinafter called "Association").

Whereas the Board of Education has the statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended, to negotiate with the Association with respect to rates of pay, wages, hours of employment or other conditions of employment for the bargaining unit hereinafter specified and the parties through their negotiators and good faith have reached the understanding pursuant thereto, now desire to execute this contract covering such agreement.

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative for all certified Pre K-12 teaching personnel, Mosaic School teaching staff, counselors, social workers, school nurse, school to work and other certified and/or degreed personnel who may be added whether under contract, on leave, or to be employed by the Board; excluding there from: substitute teachers; supervisors such as, but not necessarily limited to: the superintendent of schools, administrative assistants, business manager, principals and assistant principals; and all other employees of the Board.
- B. The term “member/teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit defined above. Within this Agreement, material and provisions referring to Pre K-12 teachers shall apply only to Pre K-12 bargaining unit members. Similarly, provisions referring to Mosaic School teachers shall apply only to bargaining unit members assigned to Mosaic School.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the above described bargaining unit for the duration of this Agreement.

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS

- A. The Board and the Association agree that they will not discriminate against any teacher with respect to membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Chippewa Hills Education Association and its officers shall have the right to schedule the reasonable use of school buildings at all reasonable hours for meetings. Room reservations shall be cleared with the administration at least two (2) days in advance.
- C. Duly authorized members of the Association shall have the right to use district equipment and electronic resources as available.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may have access to teacher mail boxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- E. The parties agree to make available to one another, in response to all reasonable requests from time to time, available public information, and such other available information as is necessary to process a grievance pursuant to this contract, except that information which may be considered confidential (or otherwise properly exempt from disclosure), and such information necessary for collective bargaining.
- F. The Board shall give the president of the Association written notification of changes of existing Board policy or adoption of new policies which affect teachers' wages, hours or working conditions within fifteen (15) days of final adoption.
- G. Teachers shall be entitled to full rights of citizenship. The Board and the Association agree that the private life of a teacher is the teacher's own affair unless the teacher's conduct should adversely affect the relationship with students or the discharge of teaching and other school related duties.
- H. On any new construction programs which are proposed or under consideration, the Association shall be given opportunities to make suggestions to the Board of Education prior to adoption.
- I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, gender, sexual orientation, disability and/or marital status.
- J. Pursuant to Section 1526 of the School Code, each probationary teacher must be assigned to a master teacher who shall serve as a mentor to the probationary teacher. The mentor shall be assigned by the Association with prior approval by the building principal, to every beginning teacher upon entrance of the teacher into the system. The mentor teacher, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same building, grade or discipline as the beginning teacher. Participation as a mentor teacher shall be voluntary. It shall be the duty of the mentor to assist and counsel the beginning teacher in acclimating to the teaching profession and the school system. The mentor shall not be involved in the evaluation of the beginning teacher, neither shall the beginning teacher be asked to evaluate the mentor.
- K. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank or compensation shall be done in privacy, with only the teacher, the Association representative and the administrator present. All information forming the basis for disciplinary action will be made available to the teacher. Article 2, Paragraph K does not pertain to probationary teacher non-renewal.

- L. A teacher has the right, upon request, to have present a representative of the Association when the teacher is being disciplined and where that discipline will become a part of the teacher's personnel record.
- M. 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 or appearance in court, shall be released from regular duties without loss of salary or leave time.

ARTICLE 3 - RIGHTS OF THE BOARD

The employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the rights:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or other dismissal or demotion; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the constitution and laws of the State of Michigan and the constitution and laws of the United States.

ARTICLE 4 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the member, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Fund, professional dues, or any other plans or programs approved jointly by the Association and the Board.
- B. Authorization for deduction for annuities may be submitted once quarterly (9/1, 12/1, 3/1, 6/1).
- C. Available annuities are listed in Schedule C. Additional annuity companies may be added upon mutual agreement by the Board and the Association and on the further condition that there are at least three (3) participants. Bargaining unit members enrolling in the added companies will be subject to a service charge agreed upon by the Board and the Association.
- D. Such authorized deductions shall continue in effect until such authorization is formally revoked by the teacher in writing.
- E.
 - 1. Agency Shop: 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 commencement of teaching duties, shall, as a condition of employment, pay a service fee to the Association, an amount equivalent to the dues and assessments required to be paid by members of the Chippewa Hills Education Association, MEA/NEA, less any amounts not permitted by law, in the manner provided in this Article.
 - 2. In the event that a bargaining unit member does not remit membership dues to the Association or does not pay the service fee directly to the Association (or authorize payment of membership dues or the service fee through payroll deduction) the Board shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the following procedures:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Paragraph E, Section 2 of this article.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
 - 3. Nothing in this article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
 - 4. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures—Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive,

and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

5. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
6. Further, the Association agrees to promptly notify the Board in the event a court order, an order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.
7. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing the union security provisions of this article. Further, the Association agrees to indemnify and save the Board of Education of the Chippewa Hills School District, the individual trustees of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this article are either unenforceable or void.

ARTICLE 5 - TEACHING HOURS AND CLASS LOAD

A. Working Hours:

1. Pre K-12 Program.

Working hours for all teachers are equal. They begin when the teacher reports for duty in his/her building and ends when the teacher may leave his/her building.

The regular work day of the teacher will be seven hours and thirty minutes. On Professional Development days, the report time will be 8:00 a.m. and dismissal time will be 3:15 p.m. for all staff.

Elementary students shall be provided with at least one (1) fifteen (15) minute recess period per day. This time will be used for teacher preparation time unless compensated and voluntary on the part of the teacher.

In the event that the building principal cancels outdoor recess, the principal may require an appropriate number of elementary teachers to assist in supervision of students while on recess break indoors. In making such assignments, the building principal shall attempt to place students within the building so as to minimize the number of teachers required to safely supervise them. In addition, the building principal shall rotate such assignments among the staff as equitably as possible (except that special education teachers shall be exempt from recess duty).

When special circumstances occur within any curricular area, the administration and the CHEA president and/or designee shall meet to establish any deviation from the established working hours above. The teacher's working hours will remain equivalent to the rest of the bargaining unit.

2. Mosaic Alternative Education Program

Working hours for Mosaic School teachers will be established by the administration prior to the start of each semester, based on class schedules. If a staff member is assigned to teach AM classes, that person will not be required to teach a night class on the same day, but may voluntarily accept such an assignment. This provision shall not prohibit assignment of a teacher to both afternoon and night classes on the same day.

- B. The building administration, in collaboration with the faculty and negotiating team, shall develop recommended building time schedules designating class periods/blocks, passing times, lunch periods, and teacher report and ending times. All building time schedules must meet required days and hours of instruction so that the district receives full foundation allowances and other appropriations based on student instruction time. Collaboration between the intermediate and high school faculties and administration may be necessary. Collaboration between all elementary schools will be necessary to ensure instructional time, preparation time, and non-duty time will be consistent in all elementary buildings.

Conflicts not settled at the building level will be presented to the Superintendent and the CHEA president and/or designee to finalize

- C. In the event that a situation arises where the school program will benefit, teacher report and leave time and the student classroom day commencement and termination time shall be adjusted. This will not lengthen the teacher work day without a negotiated agreement between the Board and the Association.
- D. Secondary teachers in the intermediate and high school shall receive an unassigned preparation periods equal to a teaching period to be used for class preparation on each day that students are in attendance and receiving instruction. The board or its designee(s) will meet with the faculty and/or negotiating team when discussing

changes that affect the number of teaching periods and/or term format. Reasonable efforts shall be made by the administration in scheduling assignments to minimize the number of teachers to be assigned more than three (3) different preparations. Because of the special nature of the librarian, social worker, school nurse and guidance counselor, the foregoing will not apply. For internal substitute teaching purposes only, the librarian shall be considered to have one preparation period per day. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article.

2. Elementary teachers shall receive no less than 150 minutes preparation time per week. One hundred twenty-five (125) minutes of said time shall be in five (5) blocks of no less than twenty-five (25) consecutive minutes each block in a normal week. Elementary faculty and administrators will collaborate to create additional opportunities for preparation time, not exceeding 30 minutes per week. This time shall be free from student supervisory responsibilities.

Elementary teachers may use all times that they are free from student assignments, such as, but not limited to: (1) student recess periods; (2) before/after student instruction (when student supervisory responsibilities have been completed); and (3) when students are being instructed by specialists (i.e. art, music, P.E. or other programs added in the future) as preparation time, provided that the State of Michigan specified instruction hours are met for all elementary students in their classroom.

3. Whenever possible, elementary music or physical education teachers shall be regularly assigned for music or physical education class, the pupils from only one (1) section. Exceptions shall be with the consent of the music or physical education teacher.

4. Mosaic School teachers shall receive no less than 110 minutes preparation per week.

- E. All Pre K-12 teachers will be entitled to a minimum of thirty (30) minutes for a duty free lunch period.
- F. Teachers shall be expected to attend meetings called by the administration before and/or after regular school hours. These meetings are not to exceed 2.5 hours monthly. Meeting dates will be set prior to the end of the first full week of school in collaboration with the staff and administration. In the event of an emergency, meetings called will not be included in the three hours of monthly meeting time.
- G. No PreK-12 teacher shall be involuntarily regularly assigned lunch time supervision unless all other available members of the teaching staff have refused to volunteer for such assignment. If a Pre K-12 teacher is assigned lunch time supervision, then he/she shall be compensated at the rate specified in Schedule B for performance of this duty. Provided that if any person regularly assigned to such lunch time supervision shall not perform such duties to the satisfaction of the building principal, the principal may reassign said person to a teaching assignment, and assign another staff member to lunch time supervision.

ARTICLE 6 - SPECIAL STUDENTS (Does not apply to Mosaic School Teachers)

- A. The parties recognize that children having special physical, mental, and emotional problems and learning disabilities may require the attention of specialists. If teachers believe that such students are assigned to their classroom, they shall consult with their building principal regarding diagnostic referral pursuant to provisions of P.A. 198 of 1971, as revised.
- B. Principals will take into account those students diagnosed by the ISD specialists as needing remediation and shall, where feasible, reduce class size in order to allow the classroom teacher to provide additional help to such a student. Where possible, newly employed or inexperienced teachers will not be assigned students in need of remediation.
- C. In the event a student is mainstreamed into a non-special education classroom, the building principal shall arrange a conference with the appropriate ISD consultant(s), resource room teacher, and classroom teacher(s) to review the reasons for the placement and the reasonable level of student performance. This conference shall take place within two weeks of the student's first day in the non-special education classroom. In the event the ISD staff is not available during this time, the conference shall be scheduled as soon as possible thereafter.
- D. The administration shall make reasonable efforts to avoid inequitable disparities in assigning mainstreamed students to regular classrooms. Each student shall be assigned to a regular classroom for attendance purposes. Mainstreamed students shall be counted on an FTE (full time equated) basis for purposes of determining overload compensation and/or aide time as designated in Article 7 Paragraph A Section 1.a. and Article 7 Paragraph A Section 1.c. FTE shall be computed using the following formula:
- a. $FTE = \text{number of minutes student is in classroom} / 170 \text{ minutes}; \text{full time student} = 1.$
 - i. For Example:
If a special student is in a classroom 3 hours and 20 minutes, the calculation would be as follows:
 $200 / 170 = 1.2 \text{ students (FTE)}$
- E. Where the district obtains deviation(s) from Michigan Department of Education Special Education Rules, the Association shall be apprised of such necessity prior to the pursuit of deviations. If the district obtains a deviation from Michigan Department of Education Rules pertaining to enrollment in special education categorical or resource rooms, the teacher shall be compensated at \$2.23 for 07/08 and \$2.28 for 08/09 per day for each student on the teacher's class load above the maximum in the Michigan Department of Education rule.
- F. The parties acknowledge that the policy of least restrictive environment is legally mandated. They also recognize that the extent to which any eligible student with disabilities should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). All teachers recognize and accept the responsibilities of attending IEPC meetings.

If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. No bargaining unit member, except for the school nurse, shall be required to provide school health services for any student, except in emergency circumstances.

Where mandated school health services are necessary to maintain a student in an educational setting, training will be provided to each teacher prior to the placement of that special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures.

ARTICLE 7 - CLASS SIZE

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Because the Board of Education has the statutory duty to educate all children enrolled in the school district and because the student-teacher ratio is an important aspect of an educational program and because the number of students a teacher is required to instruct has direct bearing upon the amount of work required of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher, if economically and educationally feasible and desirable.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall meet the following standards:

1. Elementary

- a. The suggested maximum K-3, shall be twenty-five (25) students per class.
- b. The suggested maximum 4-6, shall be twenty-seven (27) students per class.
- c. Whenever the suggested maximum is exceeded, the teacher shall be compensated \$2.28 for 2011/2012 for each student above the maximum.
- d. Overloads will be paid two times a year.
- e. The first half of the year will end on the last Friday in January.
- f. Requests to be paid must be turned in two (2) weeks after the last Friday in January and one (1) week after the last day of school.
- g. Payments will be made within two (2) weeks of the above referenced times.
- h. The administration shall equalize the class size within grade levels in the buildings after consulting with the teacher and whenever possible.
- i. All compensation for "overloads" as described in Article 7, Paragraph A (1), Section c shall be increased each year by the same percentage rate negotiated for the salary adjustment and applied to Schedule A: Salary Schedule. All increases in this compensation shall be cumulative in nature.
- j. Combination rooms shall only exist in grades 1-6. Compensation for the teacher of the combination room shall be \$5,000 per year.

2. Intermediate School

An average of 30 students per period per day, excluding study hall, music (performing groups), shall be the suggested maximum. In the event the suggested maximum is exceeded by five (5) percent or more, the class loads shall be equalized whenever possible.

3. Senior high

An average of 30 students per period per day, excluding study hall, music (performing groups), shall be the suggested maximum. In the event the suggested maximum is exceeded by five (5) percent or more, the class loads shall be equalized whenever possible.

In scheduling enrollment in industrial and practical arts classes, the administration shall give due consideration to the number of teaching stations available.

The administration will make reasonable efforts to avoid inequitable disparities in student class load, subject to reasonable accommodation of student class selections.

4. Mosaic School

The suggested maximum class lists shall be:

- a. High School - 25
- b. 7th-8th Combination - 16
- c. 7th-8th Independent - 12 each
- d. Young Adult/evening - 50

The administration will make reasonable efforts to avoid disparities in student loads, considering student needs and staff certification and qualifications.

- B. The Board and the Association shall work together in an effort to provide the following working conditions and services:
 - 1. To provide in each building, the following materials and conditions:

Teacher reference materials, typing and duplication facilities, closets, chalkboards, teacher's texts, attendance books, electronic resources as available and all other materials that the Board deems necessary for normal instruction.
 - 2. To relieve Pre K-12 teachers of cafeteria, playground, and bus duty; engage aides in the high school, intermediate and elementary schools responsible to the teachers. The aides will handle patrol duties, inventorying equipment, collect moneys for lunch and milk, and similar non-professional responsibilities.
 - 3. To make available in each school where Pre K-12 teachers are assigned adequate lunchroom and restroom facilities and at least one room, which shall be reserved for use as a faculty room. Provision for such facilities will be made in all future buildings.
- C. Under no conditions shall a teacher be required to drive a school bus.
- D. Telephone facilities and electronic resources as available shall be made available to teachers for their responsible use.
- E. Substitute teachers will be provided with lesson plans for the day by the classroom teacher so that normal classroom activity can continue.
- F. Parking facilities shall be provided and maintained for teacher use.
- G. Each teacher shall maintain with the office of the superintendent of schools and the building principal, the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the school district.
- H. All teachers are covered by Michigan Workers' Disability Compensation Act. Accidents and injuries are to be reported to the employee's supervisor as soon as possible. Employer liability shall be in accordance with the law.
- I. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Teachers shall immediately notify their immediate supervisor of any allegedly unsafe or hazardous conditions.
- J. Libraries and computer labs will be open for student use during all student attendance days of the school year.
- K. Teachers shall provide discipline and supervision over those students in their charge and assume responsibility for the maintenance of order among all students within their sphere of effective control while in performance of their employment, especially immediately before and after school and between classes.

ARTICLE 8 - CURRICULUM COUNCIL

- A. The Curriculum Study Committee shall be responsible for reviewing current curriculum and developing recommendations for proposed curriculum; for study of educational materials currently used in their subject area; and for developing recommendations for replacement and/or supplemental educational tools.
- B. Curriculum study committees will be set up which will present recommended changes, with rationale, to the Curriculum Council.
- C. The Curriculum Council will be composed of three Board of Education members, four administrators: (one elementary principal, one intermediate principal, one high school and one additional designate) and eight teachers chosen according to the Chippewa Hills Education Association Constitution; one being the CHEA curriculum chair.
- D. Each teacher will serve on the curriculum study committee of the teacher's choice. Additional curriculum study committees may be established or removed by the Curriculum Council if needed. Additional ad hoc subcommittees may be established as necessary. Each teacher shall choose from the following committees, and remain on that committee for at least two years. Exceptions to the two year requirement may be approved on an individual basis by the CHEA curriculum chair. Each building shall have at least one representative on each study committee in areas where relevant to the building program. The study committees are as follows:

special education	science
music	vocational-technical skills
art	library
social studies	guidance, research, & development
math	language arts
health	physical education

Special care should be taken to have elementary grade levels represented on the study committees to insure adequate input from each grade level. Association members will indicate their choice of study committee to the CHEA curriculum chair prior to May 30th for the upcoming school year. A roster of committee members will be provided to each committee by the CHEA curriculum chair.

- E. Each committee will select a chair and secretary at the second curriculum meeting to begin serving in the fall for two years.
- F. Committees composed of all teachers from each grade level in preschool through 8th grade shall be established. Departmental committees will be established at the senior high school level. These committees will be composed of those teachers whose major teaching assignment is in that department. Minutes from these meetings will be forwarded to the Curriculum Council chair. (Does not apply to Mosaic teachers.)
- G. All curriculum study committees have responsibility for the Pre K-12 curriculum in the cognizant areas; curriculum study committees and departmental/grade level meetings shall meet twice a year with dates to be determined by the Chippewa Hills calendar. Minutes from these meetings will be forwarded to the Curriculum Council chair.
- H. Screening committee meetings made up of the chair persons of each grade level and the chair persons of the curriculum study groups or their designee shall meet at a date determined by the CHEA Curriculum Chair and the Superintendent. The screening committee shall meet and act as a screening committee for all proposals to be presented to the Curriculum Council. The CHEA curriculum chair will preside at these meetings. Minutes of these meetings will be forwarded to the Curriculum Council chair prior to their next meeting. All meetings under this paragraph shall be held other than during regular school hours.

- I. Additional study committee meetings and screening committee meetings may be called when necessary, after school hours.
- J. The Curriculum Council will meet the week following the screening committee meeting to hear proposals for implementation the following year. Additional meetings will be called as needed. All meetings under this paragraph shall be held other than during regular school hours. Chair of the council is to be designated by the superintendent with the co-chair designated by the CHEA.
- K. Proposals will be processed as follows:
 - 1. a. A curriculum teaching method or textbook change is studied; a proposal is formulated and accepted in the curriculum study committee. Proposals shall be forwarded to the appropriate building principal concurrent with the presentation to the screening committee by the study committee chair. The screening committee will adopt, reject with the reason stated, or send back to the committee for more information. To be considered by the Curriculum Council, proposals must be presented to the screening committee on the date agreed to by the CHEA Curriculum Chair and the superintendent.
 - b. In special circumstances, a special study committee meeting may be called to review a proposal that needs to be implemented the following year. The proposal then follows the procedure established in K.
 - 2. Proposals forwarded from the screening committee are presented to the Curriculum Council the week following the screening committee meeting by a curriculum study committee chair or person designated by the chair.
 - 3. The recommendation is discussed by the council and either passed or referred back to the study committee for further study and possible revision.
 - 4. When a committee recommendation has been passed by the Council, the Council co-chairs shall present the proposal to the superintendent and appropriate board subcommittee. If approved, the co-chairs shall present the proposal at a regular Board meeting. Reasons for rejection shall be furnished in writing to the Council chair. Council co-chairs shall notify the curriculum study committee chair of the acceptance or rejection of their proposal in writing and include reasons, if rejected. (See Appendix I). Proposals accepted by the Board shall be implemented the following school year.
 - a. A six year adoption cycle will be implemented to aid in budget planning and regular review of each area of the curriculum. The cycle will be: 1. science and health education; 2. special education and PE; 3. vocational education and secondary language arts; 4. elementary language arts; 5. social studies and fine arts; and 6. mathematics and guidance. If there are media needs in a curriculum area, they need to be proposed in the cycle year. Should a pause occur in the cycle due to financial constraints, the cycle will restart at the point at which it ceased when reinstated.
 - b. One year prior to the review year, the committee will be notified by the Curriculum Council that they will be coming up for review. The committee will then begin review of their curriculum and materials to be presented to the Curriculum Council one year hence. This will allow adequate time for a thorough review.
 - c. Application for deviation to the six year adoption cycle may be made to Curriculum Council.
- L. All teachers at Mosaic School will serve on the building grade and/or departmental committees. Minutes from these meetings will be forwarded to the Curriculum Council Chair. The study committees will be organized by the Alternative Education Director with assistance from the CHEA Curriculum Chairperson and the Curriculum Director. Additional ad hoc sub-committees may be established as necessary. Curriculum material will vary from the educational materials used in the Pre K-12 traditional programs to meet the needs of the alternative education students.

ARTICLE 9 - QUALIFICATIONS AND ASSIGNMENTS

- A. The Board intends to employ the best qualified persons available as teachers in its school system.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates (for those assignments requiring a teacher certificate) and their qualifications. The parties recognize that, in specified circumstances, the Revised School Code enables the Board to hire and retain non-certificated professionals for specified assignments.

Additionally, the parties recognize that the Michigan Department of Education has traditionally allowed some latitude in the assignment of alternative education teachers to subject areas outside of their certificate endorsements and that bargaining unit members at the Mosaic School may be assigned, when deemed appropriate by the Board, in accordance with those standards.

In addition to possessing the required certification for an assignment as specified above, teachers must be qualified to be appointed to or retain an assignment. For purposes of this Agreement, the term "qualified" shall mean:

1. holding a major or minor appropriate to the subject areas or grades of assignment; and
2. meeting all applicable standards for a highly qualified teacher under the No Child Left Behind Act of 2001, including the NCLB Final Regulations, 34 CFR200.55-200.56.
3. meeting all professional staff qualification criteria established by the North Central Association.

No provision of this Agreement shall be construed or applied to prevent the Board from taking required actions to implement the NCLB. The parties declare their intent to construe, interpret and apply this Agreement to ensure full implementation of all NCLB regulations.

Teachers hired in specialty areas (i.e. special education, music, physical education) will remain in those specialty areas for at least three (3) years after hire if the positions continue to exist. It shall be the duty of the superintendent and/or the CHEA president to notify new employees of this expectation in writing.

- C. All teachers shall be given written notice of their teaching assignments for the forthcoming year as soon as possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.
- D. Any instructional assignments in addition to the normal teaching schedule during the regular school year, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignment will be given to tenure teachers regularly employed in the district.

ARTICLE 10 - VACANCIES, PROMOTIONS AND TRANSFERS

- A. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence or any position posted and filled after July 31st. Teachers on layoff from the district shall be offered any temporary vacancy for which they are certified and qualified, according to classification seniority. Vacant positions in Schedule B shall not be considered temporary if they extend beyond the academic year or season.

The acceptance or refusal of a temporary position shall not affect a teacher's recall rights to a full or part time permanent vacancy. Provided, however, that refusal of a temporary position shall be binding on the teacher so refusing and shall be irrevocable for the duration of the temporary position refused.

Elementary combination room positions shall be temporary positions and posted each year.

- B. "Permanent vacancy" shall mean a bargaining unit position newly created (including, but not limited to, positions created by increased enrollment, revised curriculum, and increased sections at grade/subject levels) or a bargaining unit position the Board determines to fill, which is vacant because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.

1. Whenever any permanent bargaining unit teaching vacancy, including Schedule B positions, exists, the Board shall publicize the same by posting the vacancy in each building/teachers lounge for a period of not less than five (5) work days. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies which occur during the summer months shall be mailed and e-mailed to the Association president and Association secretary. For Schedule B vacancies applicants must use Appendix G "Vacancy Request Form".

Any teacher possessing the proper certification and highly qualified status to apply for a teaching vacancy may do so in writing, using the proper vacancy request form (Appendix D), to the superintendent's office within the five (5) day period. The Board agrees to consider the professional background and attainments of all applicants, including degree(s), certification, qualifications, area of specialization and other relevant factors. An applicant with less service in the district shall not be awarded such position unless the applicant's qualifications are superior. The Board shall have the right to assign whom it deems to be the best qualified teacher for the position.

2. In the event a teaching position becomes a permanent vacancy after the first 10 days of the school year, the Board shall post and fill the vacancy at the May assignment meeting. Mid-year vacancies shall not be filled by transfer of currently assigned teachers during a school year.

- C. Assignments, transfers and other movement of personnel between Alternative Education and Pre K-12 seniority classifications shall not occur, except as otherwise agreed upon by the Board, the Association and the affected teacher or where such personnel action is necessary to comply with the Teachers' Tenure Act. Members of one seniority classification may apply for permanent vacancies in their own or another seniority classification, and will be granted an interview, provided that they are certified and qualified for the vacancy. All transfers, reassignments and the awarding of vacancies under this Agreement shall operate separately by seniority classification.

- D. Beginning in the 2009-2010 school year, any teacher who shall be transferred to supervisory or executive position and shall later return to a teacher status shall be placed on the same step of the salary schedule as when the teacher left and is entitled to retain such rights as the teacher may have had under this Agreement prior to such transfer to supervisory or executive status.

- E. Involuntary transfers of assignments (including change of grade, class or subject) shall not be imposed arbitrarily or capriciously.

- F. In the event of a layoff, involuntary transfers may be made to allow a laid off teacher to return to a position for which the teacher is certified and qualified.

G. Teachers assigned to an elementary combination room shall retain their right of reassignment to the grade level previously held at the first opportunity. Teachers who take a combination room posting shall retain their job of record. When a teacher takes a combination room assignment, the position that the teacher vacates shall be posted as a temporary position if needed. A teacher will lose his/her job of record by taking the temporary position vacated by a teacher taking the combination room. A combination room posting may not be taken by a tenure teacher on an IDP.

H. Permanent vacancies in the Pre K-12 seniority classification that occur after July 31st and before the first Friday in May shall be posted and filled using the "assignment meeting" method outlined in this paragraph.

1. All permanent vacancies that occur after July 31st and before the first Friday in May, will be posted by the following Wednesday of May. These postings shall be sent to the CHEA president and to the CHEA building representatives by the central office on that day. Permanent vacancies that occur after that first Friday in May and the teacher assignment meeting shall be included in this process. These vacancies will be described and teacher qualifications specified in the formal posting format and be available to teachers before the beginning of the assignment meeting.
2. The assignment meeting for filling the above stated permanent vacancies will be held during the following week in May. The exact date will be set by the superintendent.
3. The superintendent will prepare a "job board" that will display all postings for the assignment meeting.
4. Teachers shall be granted jobs that are available in the assignment meeting in accordance with Paragraph B, Section 1 of this article excluding the five day period.
5. Teachers who are unable to attend the assignment meeting may appoint another bargaining unit member to represent them at this meeting. This representative shall have a statement signed by the teacher giving full authority to make bids on positions for the absent teacher. The teacher giving such permission agrees to accept any decision made on their behalf by their representative.
6. All teachers on layoff or on leave shall be notified by the superintendent of the date and location of the assignment meeting at least ten (10) days in advance of the date of the meeting by certified mail.
7. Assignment meeting procedures:
 - a. The President of the Association or designee will read each teacher's name beginning with the highest senior teacher. When a teachers name is called he/she may elect to take a posted position off the wall. The teacher is awarded the position once it is determined that the teacher is certified and highly qualified for the position. The process then continues until all names have been called.
 - b. The positions vacated by teachers as they make their choices and are assigned new positions shall be posted on the job board after the conclusion of each round.
 - c. Each subsequent choice shall be offered to teachers and representatives present.
 - d. The process of selection will continue until all jobs are selected and no teachers present are certified and highly qualified for the remaining jobs.
 - e. Following the assignment meeting, involuntary transfers may be made by the superintendent to prevent the layoff of a tenured employee. Involuntary transfers of assignments (including change of grade, class or subject) shall not be imposed arbitrarily or capriciously.

f. After involuntary transfers are completed, positions not filled *may* be posted outside the bargaining unit.

J. The Board must post and fill permanent vacancies which exist after the assignment meeting but before August 1 as required under Article 10, Paragraph B. Permanent vacancies which occur after July 31 shall be posted as temporary positions as defined under Article 10, Paragraph A. Temporary positions filled which will exist in the subsequent school year shall be posted as permanent vacancies by the last teacher workday of the school year in which the temporary position was filled as defined under Article 10, Paragraph B.

K. Position exchanges between bargaining unit members are possible under the following conditions:

1. Both teachers have the proper credentials for the positions involved.
2. Both teachers must agree to the exchange.
3. The superintendent must agree to the exchange.
4. The positions involved will not be considered vacancies and will not be posted.
5. Position exchanges will be for one year and may be extended for an additional year by mutual agreement of the teachers.
6. The superintendent must agree to the extension.
7. Teachers who participate in an exchange shall retain their right of reassignment to the grade level previously held at the first opportunity.
8. The provisions of Article 9, Paragraph B apply.
9. Schedule B positions are not subject to this paragraph.
10. Position exchanges may only occur between two Pre K-12 teachers or between two Mosaic School teachers, not between Pre K-12 and Mosaic School teachers.

M. The Board will endeavor to staff the Mosaic Alternative Education program with full time assignments, provided that the Board shall not be obligated to schedule or reschedule classes to create full-time teaching assignments where to do so would conflict with student and program needs, as determined by the Board. All teachers must be certified and qualified for all classes within their assignment.

ARTICLE 11 - ILLNESS OR DISABILITY

A. Sick leave may be earned in the following manner:

1. Probationary teachers on steps 1 or 2 shall be credited with ten (10) days per school year.
2. Probationary teachers on step 3 or 4 shall be credited with fifteen (15) days per school year.
3. Tenure teachers shall be credited with fifteen (15) days per school year.
4. If a probationary teacher terminates service before the end of his/her contract term, a deduction will be made for all sick leave used in excess of one (1) day per month. If a tenure teacher, the deduction will be for all sick leave used in excess of two (2) days per month. This deduction will equal the per diem of the teacher's salary.

B. 1. Sick leave shall be credited on the initial day of employment each year. Sick leave shall accumulate to a maximum of 120 days.

All teachers who at the end of any given academic year, have accumulated in excess of 120 days as of July 1, shall be reimbursed for each day over 120 days, at the rate of \$50.00 per day and their balance corrected to 120 days.

2. Retirement benefit - Any teacher eligible under State of Michigan law to retire and who does so shall be reimbursed for each accumulated day of sick leave as of the effective day of retirement at \$50.00 per day.

- a. All retiring teachers eligible for reimbursement under Paragraph B, Section 2 above, shall choose one of the following options for receipt of the reimbursement amounts for which they are eligible:

Option 1: The teacher shall be paid the reimbursement amount in a lump sum.

Option 2: Upon exhaustion of the contractually provided health care benefits, the Board shall provide, without cost, MESSA Choices II for the teacher's entire family until the amount for which the teacher is entitled to reimbursement under Paragraph B, Section 2 has been exhausted.

- b. Teachers retiring under the Universal Buy-In provision may elect to be reimbursed \$65.00 per day for each accumulated day of sick leave as of the effective day of retirement when offered.

3. If any teacher dies while in the service to the Chippewa Hills School District, an amount of \$50.00 per day shall be paid to the teacher's heirs-at-law.

C. Sick leave may be utilized for personal illness, personal injury, and illness or death in the teacher's immediate family. Immediate family is defined as the following relatives of the teacher or teacher's spouse: spouse, children or stepchildren, parents or stepparents, brothers or stepbrothers, sisters or stepsisters, grandparents or grandchildren, parents-in-law, and daughters- or sons-in-law, brothers-in-law and sisters-in-law, and an individual living with the teacher on a non-commercial basis. All unused sick days shall be noted on each paycheck. Sick leave shall not be deducted for school sponsored or related activities.

1. Prolonged disability - A prolonged disability shall be defined as absence from work for five (5) consecutive days or more. Any teacher shall notify the building principal upon the determination that the period of absence will be five or more days so that further arrangements may be made with the substitute to assure better continuity of education. The notice shall contain the anticipated number of days absent. Changes therefrom may be made only after a written doctor's notice of ability to return at least one day in advance of return.

2. Anticipated prolonged disability - Any teacher who can anticipate prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal in writing as soon as possible. The notification shall contain the projected dates of confinement. It is understood that use of sick leave shall be only for the duration of the actual incapacity and the Board reserves the right of written verification from a physician. In cases of childbirth, notification shall be at least thirty (30) calendar days in advance of the projected period of confinement.
- D. Teachers are responsible for notifying the designated office absence reporting number or designee no later than one hour and thirty minutes before scheduled reporting time to report the use of a sick leave day. Every effort should be made to do so. If this is impossible, the teacher should call the building principal. If a teacher knows the absence will be extended another day or more, the building principal shall be notified before the school day ends.
- E. A teacher who is unable to perform an assigned function due to personal illness or injury and who has exhausted all accumulated sick leave, may be granted a leave of absence for the remainder of the school year at the teacher's request. This may be extended at the discretion of the Board.
- F. Sick leave bank - At the beginning of each school year an open enrollment period which coincides with the insurance open enrollment period, shall be made available for teachers to enroll in the sick leave bank. For the purpose of this provision, sick leave is defined as time needed away from the job because of illness. New teachers hired after the open enrollment period shall have thirty (30) calendar days to enroll in the bank. Each teacher enrolling in the bank will contribute one (1) day of sick leave to the bank.

Teachers opting to not enroll in the sick leave bank during the open enrollment period or within thirty (30) calendar days of their hiring shall be denied membership to the bank for the duration of that school year.

Members opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.

Members borrowing sick leave days from the bank will be required to repay those days. Full-time employees will be required to repay those days within a minimum of five (5) days per year until all days borrowed from the bank are repaid. Less than full-time employees will be required to repay those days at the appropriate prorated minimum per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the school year subsequent to the year that the days were borrowed.

Currently employed teachers are required to pay back days they borrowed from the sick leave bank.

During the annual open enrollment period, a bargaining unit member who is a member of the sick leave bank may donate up to five (5) accumulated sick leave days to the credit of another bargaining unit member who borrowed day(s) from the sick leave bank in the immediately preceding school year and who has not repaid those days, under the following conditions:

1. The total number of donated days cannot exceed five (5) per donating member per school year.
2. The total number of days received through donation by a bargaining unit member cannot exceed one-half the number of days borrowed and not repaid by that individual. If there are more donors for an individual than this limit, donations will be taken in inverse order of seniority among the donor members.
3. The donating member will have his/her accumulated sick leave debited for the day donated and the receiving member will receive a credit for the donated day(s). That credit will then be applied against the days borrowed from the sick leave bank.

4. Donations may only be made for days borrowed in the immediately preceding school year and which remain in arrears in the next following school year.

Members who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank, shall be obligated to repay those days at the appropriate minimum rate until all days borrowed are repaid.

Teachers, including those filling temporary vacancies, who elect to become members of the sick leave bank, borrow days from the bank, and terminate their employment with the Chippewa Hills School District before all days borrowed from the bank are repaid, shall have their per diem pay withheld for all days not repaid. The sick leave bank shall be credited with these repaid days.

Other teachers may, on behalf of the borrowing member who is terminating employment, repay the sick leave days. In this situation, intent to repay the days borrowed, on behalf of the teacher terminating employment, must be submitted in writing to the superintendent's office and the sick leave bank committee within five (5) calendar days of the submission of the teacher's resignation.

When the sick leave bank is depleted to 100 days members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year, and are to be made after all repayments have occurred.

The sick leave bank will be administered by a committee composed of three (3) teachers from the Association's executive board and two (2) administrators appointed by the superintendent. The committee shall adopt and publish guidelines prior to distributing sick leave days from the bank.

If there is a question as to the length of time necessary for convalescence or the teacher's ability to return to work, a Board-appointed physician paid by the Board will determine the extent of the convalescence or ability to return to work.

Decisions and actions of the committee shall be final and not subject to the grievance procedure.

- G. Three (3) days of a teacher's sick leave may be used per year for personal leave. If the days are not used for personal leave, then they shall accumulate as sick leave. Personal leave may be taken 1/2 day at a time if a substitute teacher is available.
- H. Personal leave shall be granted to a teacher by the superintendent. Granting such leave shall not be unreasonably withheld, provided that the administration may restrict the number of personal leave days granted on any particular day on the basis of anticipated availability of adequate substitutes or because of a negative impact on the educational program. The first seven (7) bargaining unit members that apply to extend any school holiday, vacation or recess period shall be granted not more than one (1) day of personal paid leave. Personal leave shall not otherwise be used to extend a school holiday, vacation or recess period.

The application to use personal leave to extend a school holiday, vacation or recess period shall be submitted to the Superintendent not less than five (5) school days in advance of the day(s) on which leave will be used. The central office shall date stamp the applications and any more than one (1) received in the same day shall be ordered by seniority.
- I. Twenty-four (24) hours advance written notice must be submitted to the superintendent or designate when requesting the use of the above listed leave, except when an emergency situation dictates otherwise.
- J. There will be no loss of leave days or pay to teachers who prearrange sick leave or personal leave days when schools are closed because of inclement weather.
- K. 1. Teachers absent from duty because of death of a member of the immediate family or a relative with whom they may at the time be living, may draw a regular salary not to exceed three (3) days per occurrence. These

days are independent of sick leave days and are not cumulative. If necessary, the provisions of Article 11, Paragraph A may be used.

2. The term "immediate family" for purposes of this Paragraph K shall be defined as in Article 11, Paragraph C. Notification for leave for a funeral is expected as soon as practicable.
 3. Teachers may use sick leave to attend a funeral of a person not in the immediate family, unless the teacher's classes are covered by other teachers. In that case, no leave days would be used.
- L. A pregnant teacher may commence unpaid maternity leave at her option, any time after confirmation of pregnancy by her doctor. The Board of Education desires the beginning and ending date to correspond as nearly as possible with the beginning and ending of a school year or semester.

In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated by the Board, upon the request of the teacher. For seniority and salary schedule purposes, the teacher shall be given credit for a full semester during the time said leave was granted. The granting of such leave will in no way interrupt seniority and rights attendant thereto.

If a teacher chooses to treat the delivery of her child as a temporary disability and use sick leave during her absence from school, she must have her physician's statement of fitness to return to work or the teacher may at that time choose to go on unpaid leave.

The parties expressly agree that the terms of this maternity leave provision shall be subject to federal law and guidelines.

- M. The employer shall pay to any teacher the difference between the teacher's salary and benefits received under the Michigan Workers' Compensation Act for the duration of absence due to injury or illness incurred in the course of the teacher's employment, provided that the teacher's sick leave days shall be charged on a pro rata basis, until the teacher's sick leave is exhausted, at which time such payments shall terminate.

ARTICLE 12 - PROFESSIONAL, CIVIC, JURY AND ASSOCIATION LEAVE

- A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's professional development. The teacher planning to use a professional development day shall request permission from the building principal at least 5 days in advance of the day(s) requested. Additional days for professional development may be granted by the Superintendent at the request of the teacher. Requests for conferences that occur after May 1st must be applied for before May 1st. Professional development days shall be used for the purpose of:
1. Visitation to view other instructional techniques or programs
 2. Academic conferences, workshops, or seminars
 - a. A member's registration fee shall be paid provided ample time is given for processing payment upon approval of application.
 - b. Reimbursement of other expenses (travel, lodging, food, etc.) shall be paid only if the administration has requested the teacher's attendance at the conference or if district or grant funds are available. All expense reimbursement is subject to prior administrator approval.
 - c. A school van is to be used if one is available. Mileage will not be paid for using a private vehicle if a van is available.
- B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, shall be paid their regular salary for such time spent on jury duty or giving testimony, without deduction from leave days. The teacher will remit any juror or witness fees received (exclusive of reimbursed expenses) to the district as a condition to salary continuation under this provision.
- C. Any teacher called away from the classroom during the school day because of an emergency connected with a public service position held by the teacher (i.e. fire fighter, EMT) shall reimburse the district an amount equal to the compensation realized from the public service position for the performance of that duty. Leave time will not be deducted.
- D. Official delegates of the Association shall be entitled to attend official sessions of the Michigan Education Association Representative Assembly and other local, state or National Education Association business without loss of pay limited to a total of fifteen (15) teacher days per school year. The Association shall be responsible for paying the wages of the substitute (if one is necessary) for the last five (5) days.
- E. The Board shall provide up to ten (10) days per school year leave with pay for those teachers who are duly elected or appointed office holders in state and national professional and educational organizations.
- F. No more than seven (7) teachers shall utilize leave under Paragraphs D and E of this article on any one school session day.

ARTICLE 13 - SABBATICAL LEAVE

- A. The Board of Education may grant a sabbatical leave in accordance with the Revised School Code, as amended, provided the teacher shall submit to the Board of Education along with said application, a statement showing how the sabbatical leave will fulfill the needs of the district and how it will improve the teacher applicant. As a general proposition, a sabbatical leave will not be granted unless the teacher can show to the Board of Education that the leave will serve to improve his/her abilities and increase his/her value to the school district through either formal study, research and/or writing and other activities which the Board may from time to time approve upon the recommendation of the superintendent.

Such applications shall be filed prior to May 1 of the preceding school year in order to be considered by the Board. The granting of such leave shall not be unreasonably withheld.

- B. A sabbatical leave granted by the Board of Education, shall be without pay and without accrual of benefits during the leave of absence. However, upon restoration to the teaching position and after filing a written report regarding the accomplishments made during the sabbatical leave (including any research which may have been written during said period of time) the teacher's former benefits shall be restored to the teacher and in addition thereto, the teacher shall be moved to the next step of the salary schedule, i.e., time off will be treated as though the teacher had taught in the district the previous year. The teacher shall have the obligation to file a written notice of intent to return with the Board of Education by March 1st of the school year in which sabbatical leave expires.

ARTICLE 14 - UNPAID LEAVE

- A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full time participant in such programs; or a cultural travel or work program related to professional responsibilities; provided said teacher states in writing, an intention to return to the system.
- B. A leave of absence of up to one (1) year may be granted to any teacher upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities.
- C. A leave of absence of up to one (1) year may be granted upon application, for the purpose of serving as an officer of the Michigan Education Association or the National Education Association.
- D. A leave of absence of one (1) year may be granted to any teacher, upon application, for the purpose of campaigning for, or serving in, a public office.
- E. A leave of absence not to exceed one (1) year may be granted to any teacher for the purpose of child care.
- F. None of the above leaves shall be unreasonably withheld. A teacher on any of the above leaves shall state in writing by March 1st, an intention to request a renewal of the leave or to return to the school system or the teacher's position will be declared vacant. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as when the teacher was granted such leave.
- G. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the district during such period. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill may have their leave extended for a period of one (1) year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in a degree granting college or university.
- H. Up to three (3) unpaid days may be granted by the superintendent for any reason not listed above when the teacher presents extenuating circumstances supporting the leave request.

ARTICLE 15 - ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of the community served by the Chippewa Hills School District. It is recognized that these objectives can best be achieved in an atmosphere which promotes inquiry and learning.
- B. Academic freedom shall be guaranteed to teachers subject to the right of the district to establish the curriculum and to regulate implementation of the curriculum when legitimate pedagogical concerns exist. Limitations may accordingly be placed upon study, investigation, presenting and interpreting facts and ideas concerning the human race, human society, and physical and biological world and other branches of learning. In exercising academic freedom the teacher shall be cognizant of the intellectual and emotional maturity of the students as well as the special trust and responsibilities that attend the teacher-student relationship.

ARTICLE 16 - TEACHER EVALUATION AND PROGRESS

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be observed and evaluated at least two times during the school year; prior to May 1st. For probationary teachers having an employment anniversary date other than at the beginning of a school year, the final evaluation must be completed not less than twenty (20) school days prior to the conclusion of that teacher's probationary year. Tenure teachers shall be evaluated at least once every three (3) years, prior to May 1st.
- B. Evaluations shall only be conducted by a building principal or other full time administrator. Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. All observations of the performance of a teacher by an administrator shall be conducted openly and with full knowledge of the teacher. For tenured teachers on an IDP, a minimum of two administrators will be involved in the observation and formal evaluation of the teacher.
- C. A copy of the written evaluation shall be submitted to the teacher at the time of a personal interview within six (6) school days of the final observation supporting an evaluation. One copy of the evaluation will be signed and returned to the administration; the other will be retained by the teacher. In the event that the teacher feels the evaluation was incomplete or unjust, the teacher shall put any objections in writing and have them attached to the evaluation report to be placed in the teacher's personnel file. The teacher shall be provided with not more than ten (10) school days from his/her written receipt of the evaluation to write a rebuttal. Nothing in this paragraph shall prohibit an informal conference prior to the issuance of the written evaluation by the principal.

No later than thirty (30) days prior to the end of the probationary year, the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

- D. All evaluations shall consist of but need not be limited to, a descriptive statement of the teacher's performance in the following areas:
1. Knowledge of subject matter
 2. Techniques of instruction
 3. Classroom management
 4. Relationships with pupils, parents and professional colleagues
 5. Physical and mental ability to perform essential job functions.

Each teacher's evaluation shall include at the conclusion of the report, the statement:
"Considering all factors, the performance of this teacher is

Satisfactory, _____ Needs Improvement, _____ Unsatisfactory."

See Appendix C for evaluation form.

In addition to the above evaluation, the probationary teacher evaluation shall include an Individualized Development Plan (IDP) developed by the supervising building principal in consultation with the probationary teacher. The probationary teacher's evaluation shall include an assessment of the teacher's progress in meeting the goals of his or her Individualized Development Plan.

The IDP and teacher's evaluation shall be done on the forms provided in Appendix C of this Agreement.

If the administration does not comply with the evaluation procedure with respect to an individual teacher during an evaluation period, then lack of evaluation cannot be used against the teacher. If a teacher is not evaluated within a three (3) year period, then that teacher's performance shall be deemed satisfactory for that period.

E. Beginning in the 2010-2011 school year all evaluations shall consist of but need not be limited to, the four domains of teaching responsibility:

1. Planning and Preparation
2. The Classroom Environment
3. Instruction
4. Professional Responsibility

For each domain, the teacher's evaluation will be marked as follows:

_____ Distinguished _____ Proficient _____ Basic/Needs Improvement _____ Unsatisfactory

At the conclusion of the report, the statement:

"Considering all factors, the performance of this teacher is

_____ Meets or Exceeds Expectations, _____ Needs Improvement, _____ Unsatisfactory."

See Appendix C for evaluation form.

In addition to the above evaluation, each probationary teacher and any tenure teacher receiving a Needs Improvement or Unsatisfactory in one or more domains shall receive an Individualized Development Plan (IDP) developed by the supervising building principal(s) in consultation with the teacher. An assessment of the teacher's progress in meeting the goals of his or her Individualized Development Plan will be included in subsequent evaluations.

The IDP and teacher's evaluation shall be done on the forms provided in Appendix C of this Agreement. If a teacher's performance is less than satisfactory, specific ways in which the teacher is to improve will be clearly defined on the IDP. The timeline for improvement must be stated on the IDP.

If the administration does not comply with the evaluation procedure with respect to an individual teacher during an evaluation period, then lack of evaluation cannot be used against the teacher. If a tenure teacher is not evaluated within a three (3) year period, then that teacher's performance shall be deemed satisfactory for that period.

If a teacher's performance is brought into question due to physical or mental ability, the determination of those conditions will be made by licensed physicians and/or psychologists prior to any decision to recommend dismissal of the teacher on those grounds.

F. A teacher shall have the right to review the contents of all records of the district pertaining to said teacher originating after original employment and to have a representative of the Association accompany the teacher in such review. No material originating after original employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material in question. If the teacher believes that material to be placed in the teacher's file is inappropriate or in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in the teacher's file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. A statement to this effect shall precede the teacher's signature.

All recommendations, written or oral, shall be based solely on the contents of the teacher's personnel file. The administration shall not be required to give a recommendation in the absence of an acceptable release in favor of the district and administrator signed by the teacher requesting the reference.

Each bargaining unit member should receive written notification within five (5) working days of any materials, excluding materials of a standard operating procedure as required by the business office, being entered into

his/her personnel file or any file that is subject to the Freedom of Information Act. In the event that an employee's file is FOIA'ed, the employee shall be notified within three (3) business days of the district's receipt of the FOIA request (at the employee's address on file in the district's records). Notice shall be accomplished by the district placing a written statement in the United States mail informing the employee of the existence of the FOIA request. When the FOIA request is received during the school year, it will also be placed in the teacher's school mailbox. Upon request, the teacher and the Association will be given a copy of the FOIA request and an opportunity to meet with the superintendent (or designee) regarding the district's response to the FOIA request.

In the event that any complaint is filed against a bargaining unit member which may result in further investigation, the employee shall be notified within three (3) school days.

Each employee shall, within twenty (20) working days following notification of the material being entered into his/her file, have an opportunity to file a response thereto, and said response shall become a part of said file.

- G. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

ARTICLE 17 - PROFESSIONAL BEHAVIOR

The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, profanity while students are present, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and where appropriate, indicate a reasonable period of time for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher when if the Board notifies the Association of such breaches.

ARTICLE 18 - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of the express terms of this contract.
- B. The grievant may invoke the formal grievance procedure on the grievance form, signed by the grievant and an Association representative. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by the superintendent.

The grievance must be filed within twenty (20) school days of its alleged occurrence. A "school day" shall mean a teacher work day during the regular school year. During the summer months, a "school day" shall mean Monday through Friday.

- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an attempt to resolve the grievance. The principal or supervisor shall indicate a disposition of the grievance, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the Association. A copy of the grievance and the disposition in writing shall be forwarded to the superintendent by the principal or supervisor.
- D. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) school days from the date of the filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or designate shall meet with the Association on the grievance and shall indicate a disposition of the grievance, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the Association. The Association shall respond to the Superintendent's disposition within five (5) school days.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or designate or if no disposition has been made within five (5) school days of such meeting, or ten (10) school days from the date of filing with the superintendent, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary of the Board and the superintendent or other designate of the Board at least ten (10) school days in advance of the next regularly scheduled Board meeting. No grievance need be heard at a Board meeting without such ten (10) school days advance filing, unless the Board shall waive said time limit. The superintendent shall notify the Association of the hearing date. Disposition of the grievance, in writing, by the Board, shall be made no later than fifteen (15) school days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the Board's disposition or if no disposition has been made within fifteen (15) school days of the Board hearing, the grievance may be submitted to arbitration before an impartial arbitrator. The demand for arbitration shall be made within fifteen (15) school days after the Board disposition or the deadline for the Board disposition, whichever comes first. If the parties cannot agree to the arbitrator within five (5) school days from the notification date that the arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- G. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association, subject to the right of the Board and the Association to judicial review and any lawful decision of the arbitrator shall be forthwith placed into effect.
- H. Arbitration proceedings shall be subject to the following:
 - 1. The cost of arbitration shall be shared equally by the parties. Each party shall assume its own cost of calling witnesses.

2. Time limits provided in this article shall be strictly observed but may be extended by a written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
3. Nothing contained herein shall be construed to prohibit an 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 an opportunity to be present at such adjustment.
4. As regards any grievance filed on a matter within the jurisdiction of the Tenure Commission, the teacher shall elect either binding arbitration or the procedures provided in the Michigan Teachers' Tenure Act. If a teacher requests a hearing before the Board on tenure charges, the teacher thereby waives the right to arbitrate the matter.
5. Allegations of unfair labor practices listed below shall not be subject to binding arbitration:

Bad faith bargaining, reprisals for union activity, illegal assistance of a labor organization, interference with the internal operation of a labor organization and interference with the composition of a bargaining team.
 - I. No matter may be withdrawn from arbitration except by mutual written consent.
 - J. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by the arbitrator to be within the arbitrator's jurisdiction, the decision to be made at the hearing. In the event that a case is appealed to the arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.
 - K. More than one grievance may not be considered by the arbitrator at the same time except on express written mutual consent and then only if they are of similar nature.
 - L. If a teacher shall fail to act within the time limits specified in this article, or leave the employ of the Board, except where the remedy would benefit the grievant regardless of the grievant's employment, all further proceedings on a previously instituted grievance shall be barred.
 - M. All preparation, filing, presentation or consideration of grievances shall be at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.
 - N. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - O. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed, except in cases involving wage loss.

ARTICLE 19 - MAINTENANCE OF STANDARDS/COMPLETION OF AGREEMENT

- A. The Board agrees that it will not unilaterally alter or decrease the wages, hours, and working conditions guaranteed by this Agreement during its term. Further, the Board agrees that it will treat all teachers in a substantially consistent manner.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached unless both parties agree to do so. New issues not bargained before shall be subject to the bargaining process.

ARTICLE 20 - REDUCTION OF PERSONNEL

A. In the event that a professional staff reduction becomes necessary for any reason the following shall apply:

1. The Board agrees to notify the Association when the possibility of reduction of professional staff exists. At this time, the Association will be provided with the reasons leading to this decision.
2. All Pre K-12 teachers to be laid off shall be given sixty (60) calendar days notice prior to the starting date of the next school year. Because of the unique nature of the Mosaic School alternative education program and the total dependency on student enrollment each semester for class scheduling, the parties recognize that layoffs of alternative education teachers may occur due to enrollment conditions without the advance notice required by the preceding sentence of this subparagraph.

Provided, that initial notice of layoff may be given by the superintendent of schools, subject to subsequent ratification by the Board. This provision shall apply to mid-year layoffs occasioned by another teacher returning from a leave of absence, as well as layoffs for other reasons under Paragraph A above. Provided, further, that the Board shall make reasonable efforts to implement layoffs in the Pre K-12 program at the end of an academic year.

3. Within three (3) school days of the conclusion of the assignment meeting, the Board shall, to the best of its ability, notify those employees who might potentially be subject to layoff during the ensuing academic year.

B. Benefits for released teachers

1. A teacher who has been released because of staff reduction shall, upon written request, have priority on the substitute list, according to seniority. Appropriate certification for laid off teachers to substitute in per diem assignments requires an appropriate certificate and qualifications for that teacher to hold a long-term substitute assignment.

Laid off teachers are paid at the per diem rate established for substitutes and otherwise do not have rights as bargaining unit members while serving as a substitute.

2. Provisions for early retirement shall be made for the teacher who may wish to do so when offered, providing there is no conflict with established state retirement policies.
3. Any teacher who would have qualified for retirement during the reduction year, shall be permitted to teach in a position in which they are qualified and certified that year so as to acquire needed service.
4. Leaves of absence shall be granted by the Board upon written request when reduction of staff is necessary, provided that the leave prevents a layoff of another teacher and does not cause a substantial disruption of the educational programs of the district. Requests for such leave must be made within thirty (30) calendar days of the notification of layoff(s) or thirty (30) calendar days from when notification was due, whichever occurs later.
 - a. Leaves, in accordance with this section, shall be granted only for the duration of the academic year in which they are effectuated, subject to renewal application, as provided below.
 - b. If a teacher on leave, in accordance with this section, wishes to apply for a renewal of said leave, application for same must be submitted in writing to the office of the superintendent not later than March 1st of the year of leave. Renewal shall be granted only if such will still prevent the layoff of another teacher.
 - c. During a leave of absence, the teacher's seniority shall remain unbroken despite such leave, and accumulated sick leave shall not be canceled, but shall remain credited to the teacher. The fact that a

teacher is placed on a leave of absence under this section shall not result in the loss of status or credit for previous years of credit. Upon return to active assignment, the teacher shall receive credit (up to a maximum of one year) for purposes of movement on the salary schedule steps.

C. If a reduction of staff is necessitated in accordance with the above provisions, a reduction of personnel will be made according to the following:

1. "Seniority" for the purposes of this reduction, shall be defined as non-terminated years of employment in the school district. There shall be two seniority classifications under this Agreement, Pre K-12 and Alternative Education. Accrued seniority shall not be transferred from one classification to another. Layoffs and recalls shall occur solely and exclusively within a seniority classification, except where compliance with the Teachers' Tenure Act requires the retention or recall of a tenure teacher over a probationary teacher in a different seniority classification.

a. Leaves of absence shall not be considered termination; seniority date shall be either:

1. Date of Board approval of the teacher's initial contract or
2. Date of first day worked, whichever comes first.

In the event the above dates are identical, the selection will be by a random selection mutually agreed to by the Association and the Board.

b. A seniority list of all teachers (by classification) shall be prepared by the Board by November 1 and verified by the Association within not more than twenty (20) calendar days of its issuance. Any alleged errors in the seniority list may not be the basis of any grievance if not appealed within twenty (20) calendar days of the error's first appearance in the seniority list issued by the Board. The seniority list will also be distributed to all individual bargaining unit members during the objection period.

2. "Certification" for purposes of this Agreement, shall be determined as follows:

- a. For the purposes of "layoff", the areas which a teacher is certified to teach shall be those areas set forth on the individual's teaching certificate on file at the central office as of the date that the Board of Education adopts the formal resolution to institute layoffs.
- b. For the purpose of recall, the area which a teacher is certified to teach shall be those areas set forth on the individual's teaching certificate on file at the central office as of the date written notice of recall is sent.
- c. It is the responsibility of each teacher in this bargaining unit to have on file at the central office a current teaching certificate from the Michigan Department of Education. It is further the responsibility of each teacher to make certain that their teacher certificate on file at the central office contains the proper and complete teaching endorsements to which the teacher is entitled.
- d. It is the responsibility of the teacher, whether on layoff or employed, who received or is entitled to additional endorsement(s) on the teacher's teaching certificate, to take all necessary steps to have the teaching certificate updated at the central business office.

3. See Article 9, Paragraph B for certification and qualification requirements.

4. The order of reduction and recall will be according to academic needs, certification, classification seniority and qualifications..

- D. Laid off teachers who are recalled to fill vacant positions shall suffer no loss of experience factor or tenure granted by the district earned prior to layoff.
- E. If a position exists within the school district for which a released teacher is certified and qualified, and for which he/she possesses classification seniority, the teacher(s) shall be notified by certified mail with a copy to the Association president. Within ten (10) days of the receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that the teacher has declined the position. No new staff members shall be hired until all certified and qualified staff on leave and/or layoff in accordance with this section, have been offered an opportunity in writing, to return to active employment in their respective seniority classifications. It is the teacher's responsibility to keep the teacher's address current with the superintendent's office for purposes of receipt of recall and other notices from the school district.
- F. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position. In recalling teachers from layoff, no teacher will be terminated, lose recall rights or seniority if the teacher is, at the time of recall, under contract with another school district, provided however, that such exemption from recall obligation shall permanently expire as of June 30th of the academic year in which the original notice of recall is issued.
- G. Reduction of a position by the Board from full time to part time, shall be considered a partial layoff and subject to the provisions of this article.
- H. The Board and the Association will confer prior to making transfers and assignments regarding the reduction and recall of the professional staff.
- I. The Board agrees to abide by the provisions of the Teachers' Tenure Act in notifying the affected teachers. The Board and the Association recognize the need to comply with the provisions of the Teachers' Tenure Act to the extent that law requires retention or recall of tenured bargaining unit members between seniority classifications created in Paragraph C (1) of this Agreement.
- J. The recall rights of a tenured teacher are for three years and one year for recall of all probationary teachers.

ARTICLE 21 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly, agrees that it will not, during the period of this Agreement, directly engage in or assist in any strike against the Chippewa Hills School District.
- B. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed, teachers shall not be required to report for work. Additionally, nothing shall require the Board to keep schools open in the event of a labor dispute with employees outside the bargaining unit. Teachers shall be paid for all such periods.

C. Snow Day Language

1. Should existing interpretation by the State Board of Education/State Legislature dictate that school districts such as the Chippewa Hills School District, be required to make up time of instruction missed due to inclement weather or by an Act of God, or should the State Board of Education/ State Legislature penalize the Chippewa Hills School District for not making up such time, the first seven consecutive work days (Monday through Friday) following the school calendar last day of student instruction for that school year shall be made available for that purpose.

If the amount of instructional time required to be made up during a calendar year is seven (7) days or less, the Board of Education will determine whether all or part of the instructional time will be made up. For each day of the first seven (7) days required to be utilized for make up of instructional time, no additional teacher salary or increases in other benefits shall be incurred by the school district.

2. In the event that additional time beyond the aforementioned seven (7) days are needed for the purpose of make- up of instructional time missed due to inclement weather or by an Act of God, the Board of Education and Chippewa Hills Education Association agree to enter into negotiations to formulate a plan of action and to negotiate any additional contractual obligations for that calendar year.
3. In the event year-end obligations are not met on the last staff instructional day, members may be required by the building administrator, at no additional expense to the school district, to return the next work day to complete those obligations.
4. The Board of Education and the Chippewa Hills Education Association will meet prior to May 1 of the affected calendar year to make necessary revisions in the school calendar.
5. Should changes in the present law affect the status of the Chippewa Hills School District as described in Paragraph C, Section 1, the Board of Education and the Chippewa Hills Education Association agree to enter into negotiations regarding the provision of Article 21, Paragraph C.

ARTICLE 22 - PROFESSIONAL COMPENSATION

- A. The basic salaries and insurance of teachers covered by this Agreement are set forth in the schedules which are attached to and incorporated in this Agreement.
- B. Teachers required in the course of their work or extra duty to drive personal automobiles from one school building to another, shall receive the IRS rate per mile. The same allowance shall be given for use of personal cars for other business of the district as approved by the superintendent's office.
- C. Each teacher shall have the option of receiving salary payments in twenty (20) equal pays or twenty-six (26) equal pays at two week intervals. The Board shall make every effort to have paychecks ready early when vacation periods begin on or before a payday. The teacher will notify the superintendent's office in writing by the end of the second (2nd) day of school if the twenty (20) pay schedule is desired. If not so notified, the pays will be on a twenty-six (26) pay basis. Any teacher on twenty-six (26) pays must elect in writing prior to January 1st to receive the last six (6) pays in one lump sum on the first payday after the last day of school.
- D. Salary adjustments for completion of a degree or additional hours as specified in Schedule A, shall be made upon proof of completion of the requirements for the degree or credits. A graduate degree or additional hours must be earned from an accredited college or university. It is expected a graduate degree or additional hours will relate directly to the education profession. Beginning in the 2009-2010 school year, newly hired teachers wishing to move to the BA+30, MA, MA+30 or BA+60 salary schedule must either have earned a Master's Degree, Specialist's or Doctorate Degree, or have the 30 hours beyond their current rail approved by the Superintendent prior to taking the classes.
- E. Teachers involved in voluntary extra duty assignments as set forth in Schedule B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- F. The Board shall have the right to establish new positions within the bargaining unit provided however, the Board shall notify the Association of the proposed position, the description thereof, and the rate of pay prior to becoming effective. In the event the Association disagrees with the rate of pay, it shall, within five (5) working days from the date of notice of receipt, advise the Board and thereafter it shall be subject to negotiations.

ARTICLE 23 - SPECIAL TEACHING ASSIGNMENTS (Does not apply to Mosaic Teachers)

- A. The Board will accept applications from certified regularly employed teachers in the district for special teaching assignments, but final decision in hiring teachers is left to the Board. Teachers shall be compensated for teaching in any of such programs as per schedule. The Board shall have the right to assign whom it deems to be the best qualified teacher for the special teaching assignment (See Article 9).
- B. The Board agrees to the best of its ability, at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number or designee. They shall call no later than one hour and thirty minutes before their scheduled reporting time to indicate their unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Teachers who are asked by their administrator to give up their planning time, duty free lunch, recess time, or requested to attend IEP meetings will be compensated in accordance with the following conditions:
 - 1. Teachers who give up their planning time, duty free lunch, recess time, or are requested to attend an IEP meeting will accrue compensatory minutes. Each minute that is given up results in a minute being counted toward a compensatory day. Minutes are counted as compensatory minutes from the time the teacher arrives in the classroom until the coverage is terminated. When 275 minutes have been accrued, a compensatory day may be taken (if substitutes are available from those opting to participate in this plan or if no substitute is needed). If a substitute is needed from outside the district, a day may be taken if a substitute is available and in accordance with Article 11 H. The number of minutes that equal a compensatory day shall be determined at the beginning of each year.
 - a. Unused compensatory minutes may be carried over into the next year. No more than five (5) days can be used in a year.
 - b. Accumulated compensatory minutes will be forfeited when a teacher leaves the district. Compensatory minutes will be paid at \$50.00 a day when a teacher retires. Paragraph C.1 shall be used to determine the number of minutes equal to a day.
 - c. The teacher shall notify the building administration of the use of compensatory time at least 24 hours in advance.
 - 2. Teachers will voluntarily place their names and the time they are available on a compensatory substitute list in each building by Friday of the first complete week of the school year. The initial list will be listed by building seniority by time. If teachers are hired after the Friday of the first week of the school year, they will have the opportunity to place their names on the list.
 - 3. If teachers are needed to substitute, the principal will contact the first teacher on the list, then the second, third, etc. The next time a teacher is needed, the principal will contact the teacher who was next on the list and proceed from that point. The list will constantly be recycled. If there are no volunteers, then the principal has the right to approach any teacher to substitute in an emergency situation.
 - 4. A teacher whose name is on the list may not refuse the principal's request, although extenuating circumstances will be considered.
 - 5. If a coach must leave school early as part of his/her coaching responsibilities, the provisions of this Agreement will apply. The athletic director will determine the appropriate time for the coach to leave school.
 - 6. The principal will approach teachers on the list before substituting in the class himself/herself. If for any reason, the principal determines in good faith that it is in the best interest of the students or staff to substitute and not to ask a teacher from the list, then the principal's action is not subject to grievance.

7. The teacher will forward their time to the building principal. Both the teacher and principal must verify the time.

8. Article 11, Paragraph K, Section 3 of the current Master Agreement shall apply.

D. Alternative education teachers have the first right to provide instruction to secondary students who are Home Placed as a temporary discipline action. If there are no alternative education teachers available, then based upon certificate, qualifications and seniority, secondary teachers within the bargaining have rights to provide instruction to secondary students who are Home Placed as a temporary discipline action.

Special education teachers have rights to provide instruction to their special education students who are Home Bound or Home Placed. If the special education teacher is not available other teachers, based upon certificate, qualifications, and seniority will be offered the position.

Elementary teachers have rights to provide instruction to their elementary students who are Home Bound or Home Placed. If the elementary teacher is not available other teachers, based upon certificate, qualifications, and seniority, will be offered the position.

Secondary students who are Home Bound based upon a physician's or other qualified professional's diagnosis and/or prescription shall receive instruction from teachers within the bargaining unit based upon certificate, qualifications and seniority.

The compensation rate for teachers within the bargaining unit who provide Home Placed or Home Bound instructional services shall be the same as the special assignment pay rate per hour plus mileage at the agreed upon rate in the current Master Agreement. Teachers will be compensated for 15 minutes of preparation time for every hour (60 minutes) taught.

The teacher will be paid during the pay period nearest to the conclusion of the Home Placed or Home Bound contact. If a teacher wishes another pay arrangement, s/he can make arrangements with the business office.

E. Teachers providing services to non-public schools within Chippewa Hills School District shall be compensated at the IRS rate per mile.

ARTICLE 24 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board will support each teacher in maintenance of reasonable standards of discipline.
- B. A teacher may exclude to the principal's office a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as the teaching obligation will allow, full particulars of the incident. The length of exclusion from class will be at the discretion of the principal.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will advise the teacher of the teacher's rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless the teacher was not acting within the scope of Board policy. Notice of changes in either Board or administrative policies shall be given to all teachers. Copies of Board and administrative policies and changes shall be placed in the principal's office and the library of each building for teachers' review. A copy will also be given to the Association president.
- E. The administration will take reasonable precautions to prevent any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on school premises.
- F. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file, unless such matter is reported to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE 25 - NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement, agree that all other items within this contract shall remain unchanged during the life of this Agreement and neither party may require the other to enter into negotiations for the purpose of altering or amending same, nor shall either party have power to require additions to this contract.
- B. One hundred and twenty (120) days prior to the termination date of this Agreement, representatives of the Association and the Board will meet for the purpose of setting the ground rules for entering into negotiations on a new contract.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. There shall be three (3) signed copies of the ratified Agreement for purposes of record. One (1) retained by the Board, one (1) by the Association and one (1) by the superintendent.
- D. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the MERC (Michigan Employment Relations Commission).
- E. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. Where such problems arise, the Board recognizes the right of the Association to consult with the administration and the administration shall cooperate in arranging meetings with representatives of the Association at reasonable times upon receipt of written request stating the matters to be discussed at such meetings. Discussions shall be limited to such items as may be specified in the written request. Notwithstanding the above, neither party shall be required to negotiate with the other during the life of this contract as specified in Paragraph A of this article.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

- 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.
- B. Individual contracts shall be issued to each member by October 31 of each school year. Extra duty contracts will be issued no later than September 15th where the position has been filled. Members are expected to return signed contracts to their building principal's office no later than thirty (30) school days after being issued.
- C. Any individual contract between the Board and an individual member heretofore executed shall be expressly made subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed 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.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this Agreement shall be provided in a digital format by the Board to all members employed or hereafter employed.
- G. The Board will not be required to pay for mandatory fingerprinting of employees.
- H. The calendar for the term of this contract is attached as Appendix A.
- I. Emergency Financial Manager – An emergency financial manager appointed under the Local government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Accountability Act.

ARTICLE 27 -PROFESSIONAL DEVELOPMENT

- A. Realizing the importance which a quality staff plays in the performance of the students, a mentor / professional development program shall continue in the Chippewa Hills School District.
- B. A committee shall be made up of the superintendent and the appointed Association designee from each building.
- C. The committee shall meet on the third Tuesday in September to organize.
- D. In the event that severe inclement weather or other causes beyond the control of the Board necessitates the postponement of a scheduled professional development, it shall be rescheduled for a later date in accordance with the following procedures.
 - 1. The superintendent shall confer with the president of the Association and shall cause all teachers to be polled with regard to the feasibility of the alternative dates under consideration.
 - 2. Upon completion of the above, the superintendent shall set a makeup time and date for the postponed professional development, taking into consideration all relevant factors.
 - 3. Teacher attendance at the rescheduled professional development shall be mandatory, provided that each building principal may upon receipt of prior written application, authorize excused absence in the event of prior commitments by teachers which cannot reasonably be changed.

ARTICLE 28 - SCHEDULE B PROVISIONS

- A. A bargaining unit member who is hired for a position on Schedule B shall remain in that position for the duration of the academic year unless they resign or are terminated by the Board, provided that any such termination shall not be for arbitrary or capricious reasons.

Head coach positions held by non-bargaining unit members shall be posted as vacant annually.

The Board shall have the right to award vacant Schedule B assignments to the applicant (internal or external) whom it deems to be the best qualified person based upon an evaluation of credentials and/or a performance assessment (see Appendix G) for the Schedule B position.

ARTICLE 29 - TERMINATION

This agreement shall become effective at 12:01 a.m. on the 26th day of June, 2012 and shall remain in full force through the 31st day of July, 2013.

President of the Board

President of the Association

Secretary of the Board

Secretary of the Association

Superintendent

Chief Negotiator for the Association

SCHEDULE A: SALARY SCHEDULES

2012-2013

Steps	BA	BA+30	MA	BA+60	MA+30
1	34,077	37,485	37,485	41,234	41,234
2	35,611	39,172	39,172	43,090	43,090
3	37,213	40,935	40,935	45,029	45,029
4	38,888	42,777	42,777	47,055	47,055
5	40,638	44,702	44,702	49,172	49,172
6	42,467	46,714	46,714	51,385	51,385
7	44,378	48,816	48,816	53,697	53,697
8	46,375	51,013	51,013	56,113	56,113
9	48,462	53,309	53,309	58,638	58,638
10	50,643	55,708	55,708	61,277	61,277
11	52,922	58,215	58,215	64,034	64,034
12	55,303	60,835	60,835	66,916	66,916
13	56,133	61,748	61,748	67,920	67,920
14	56,975	62,674	62,674	68,939	68,939
15	57,830	63,614	63,614	69,973	69,973
16	58,697	64,568	64,568	71,023	71,023
17	59,577	65,537	65,537	72,088	72,088
18	60,471	66,520	66,520	73,169	73,169
19	61,378	67,518	67,518	74,267	74,267
20	62,299	68,531	68,531	75,381	75,381
25	63,233	69,559	69,559	76,512	76,512
30	64,182	70,602	70,602	77,659	77,659

Steps 1 - 12 are indexed at 4.5%

Step 13 is 1.5% of Step 12

Step 14 is 1.5% of Step 13

Step 15 is 1.5% of Step 14

Step 16 is 1.5% of Step 15

Step 17 is 1.5% of Step 16

Step 18 is 1.5% of Step 17

Step 19 is 1.5% of Step 18

Step 20 is 1.5% of Step 19

Step 25 is 1.5% of Step 20

Step 30 is 1.5% of Step 25

MA rail is 10% more than the BA rail.

MA+30 rail is 10% more than the MA rail.

For 2012-2013, teachers covered by this agreement remain on the same step they were on in 2011-2012.

However, salary adjustments for completion of a degree or additional hours shall be made upon proof of completion of the requirements for the degree or credits as established in Article 22(D).

Mosaic school teachers shall be eligible for maximum step placement of step 7 on the salary column appropriate for their level of academic attainment.

SCHEDULE B: ADDITIONAL ACTIVITY PAY

The following percentages are to be computed using the BA column and the individual's step.

ACTIVITY

Class Sponsors

12th Grade	3.0% for each of two sponsors
11th Grade	3.5% for each of two sponsors
10th Grade	2.0% for one sponsor
9th Grade	1.5% for one sponsor

Co-Curricular Activities

Yearbook (high school)	5.0%
Yearbook (intermediate)	2.0%
FFA	14.0%
Band Director	9%
Assist. Band Director	6%
Orchestra director	12%
Secondary choir director	7%

Clubs - Sponsors of clubs will be paid 2% of the BA column at the sponsor's step.

To be an approved club, club sponsors submit to the building principal an application stating name of club, purpose, sponsor and meeting time. Approved clubs will meet the club's participation level. For the purpose of determining participation level of members, a student will be counted as a member if the student attends at least one club meeting. If participation levels are not met by the end of the school year, sponsors will be paid on a pro-rated basis. (i.e.: if the participation level is 20 students and the membership reaches 19 during the year, the sponsor shall be paid at 19/20ths of the rate outlined in this paragraph.)

The Board will publish a list of approved clubs and participation levels each year. Additional clubs will be added with Board approval prior to publishing the list. Approval of additional clubs will not be unreasonably denied.

Expectation is that music department, class sponsors, advisors, and club sponsors will stay until the conclusion of their sponsored events and the events that run concurrent.

Athletics

See *TABLE*

Miscellaneous

Special Assignment and Saturday School supervision	\$21.59 per hour
After school detention	\$14.47 per hour
Lunch Duty	\$ 3.00 per lunch period (for covering Article 5, Paragraph E lunch time supervision during a duty free period in substitution for an absent teacher regularly assigned such duty). (Not applicable to substitute teachers.)
Elementary recess supervision	\$5.40

Athletics Table

**2012/2013
(per season)**

		1-3 Years	4-6 Years	Over 6 Years
<u>Basketball and Football</u>				
	Varsity Head Coach	4,080	4,590	5,610
	JV, 9 th & Assistants	2,040	3,060	4,080
<u>Baseball, Softball, Track, and Wrestling</u>				
	Varsity Head Coach	3,060	4,080	4,590
	JV, 9 th & Assistants	2,040	2,805	3,570
<u>Competitive Cheer, Cross-Country, Golf, and Volleyball</u>				
	Varsity Head Coach	3,060	3,570	4,080
	JV, 9 th & Assistants	2,040	2,550	3,060
<u>Intermediate Coaches (all sports)</u>				
	Head Coach	1,530	2,040	2,550
	Assistants	1,020	1,275	1,530

The central office shall be required to keep a current experience step list for all coaches.

Coaching experience at Chippewa Hills for any position on these scales will be cumulative in nature annually and be applicable to any position on this scale.

At the discretion of the Athletic Director, a golf game day assistant will be available at \$50.

SCHEDULE C: FRINGE BENEFITS

- A. Beginning July 1, 2013, each participating member in MESSA-PAK A will contribute 20% of the composite rate of the total medical premium costs. This agreement is contingent upon the Board continuing the resolution authorizing the 20% employee contribution levels for purposes of compliance with P.A. 152 through June 30, 2014. Unless the Board further extends its contribution to employee medical benefits plans to 80%, the statutory hard cap formula in Section 3 of Public Act 152 of 2011 shall come into effect on July 1, 2014.

MESSA-PAK:

Plan A

Health	Choices II, 10/20 Rx with Preventative Care Rider
LTD	66 2/3%
	\$3,000 maximum
	90 calendar days modified fill
	Pre-existing condition waiver
	Freeze on offsets
	Alcoholism/Drug - same as any other illness
	Mental/Nervous - same as any other illness
	No COLA
Negotiated Life	\$35,000 ADD
Vision	VSP-3 - Gold
Dental	80/80/80: \$1,300 ortho
Prescription	10/20 co-pay

The health plan specifications shall not include coverage for abortion services, which the Board is prohibited from funding under Section 166d of the State Schools Aid Act or its successor provision. Alternatively, the Association may request that these specifications be included within the health plan, with enrolled employees paying the full cost of that coverage.

Plan B

LTD	66 2/3%
	\$3,000 maximum
	90 calendar days modified fill
	Pre-existing condition waiver
	Freeze on offsets
	Alcoholism/Drug - same as any other illness
	Mental/Nervous - same as any other illness
	No COLA
Negotiated Life	\$40,000 ADD
Vision	VSP-3 - Gold
Dental	80/80/80: \$1,300 ortho

Bargaining unit members not electing MESSA PAK Plan A shall select MESSA PAK Plan B and shall receive cash in lieu of medical/hospitalization coverage. Each bargaining unit member electing MESSA PAK Plan B shall receive \$300 per month in additional compensation. The additional compensation will be paid pro-rata on a bi-weekly basis throughout the fiscal year in accordance with the employer's normal payroll practice.

1. Each bargaining unit member may elect to participate in Chippewa Hills School cafeteria program. Any bargaining unit member electing to participate in the district cafeteria program may purchase a tax shelter annuity through the following companies:

- a. Equitable
- b. Fidelity
- c. IDS
- d. Symetra
- e. Mass Mutual
- f. Paradigm Equities
- g. Edward Jones
- h. Lutheran Brotherhood
- i. American Funds
- J. Pacific Life

Additional annuity companies may be added subject to the provisions of Article 4, Paragraph C.

- B. In the event that a member has exhausted their sick leave accrual, the above fringe benefits shall continue through the balance of the contract year.
- C. The above provisions will remain in force until a new contract is ratified.
- D. In the event a member is terminated or resigns during the school year, the insurance shall be continued until the member has received the pro rata portion of the 12 month insurance year earned at the time of the termination or resignation.
- E. Members assigned less than a full workload shall receive pro rata payments of their fringe benefits under this Agreement, provided that in the event that the underwriting requirement for any program does not permit coverage of the member, the Board shall pay an equal premium amount for the member to enroll in approved options in the MESSA Variable Options program.
- F. A member who is hired with an effective first work day after the first required work day of the school year, shall be entitled to fringe benefits for a duration determined on a pro rata basis.
- G. The Board shall make payments of insurance premiums for all members to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31, even though the member may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package.
- H. On August 15th of each year the Chippewa Hills School District shall provide to each member a family sports pass for the current year. The sports pass is non-transferable. There is no monetary compensation for members not electing this benefit.

APPENDIX A - CALENDAR

2012-2013

Chippewa Hills School District 2012-2013 Calendar

- = School Closed ▲ = Professional Development
 Full Day Staff - No Students
 ★ = First & Last Day of School
 ◆ = End of Marking Period - Elementary
 ◆ = End of Trimester - Secondary
- Parent/Teacher
 Conferences - PM
 ◆ = Elementary
 ▲ = MS & IS
 ◆ = HS and Mosaic
 Full Day for Students and Staff



July 2012	August 2012	September 2012
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	1
8 9 10 11 12 13 14	5 6 7 8 9 10 11	2 ● ★ 5 6 7 8
15 16 17 18 19 20 21	12 13 14 15 16 17 18	9 10 11 12 13 14 15
22 23 24 25 26 27 28	19 20 21 22 23 24 25	16 17 18 19 20 21 22
29 30 31	26 ▲ ▲ ▲ ● ●	23 24 25 26 27 28 29
	(0 student/3 staff) 0-3	(19 student/19 staff) 19-22

October 2012	November 2012	December 2012
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6	1 ◆ 3	1
7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8
14 15 16 ▲ ▲ 19 20	11 12 ◆ ◆ ● 16 17	9 10 11 12 13 14 15
21 22 23 24 25 26 27	18 19 ◆ ● ● ● 24	16 17 18 19 20 21 22
28 29 30 31	25 26 27 28 29 30	23 ● ● ● ● ● 29
		30 ●
(23 student/23 staff) 42-45	(18 student/18 staff) 60-63	(15 student/15 staff) 75-78

January 2013	February 2013	March 2013
S M T W T F S	S M T W T F S	S M T W T F S
1 ● 4 ● ● 5	1 2	2 ◆
6 7 8 9 10 11 12	3 4 5 6 7 8 9	3 4 5 6 7 ◆ 9
13 14 15 16 17 18 19	10 11 12 13 14 ● 16	10 ▲ 12 13 14 15 16
20 ▲ 22 ▲ ▲ 25 26	17 ● 19 20 21 22 23	17 18 19 ◆ ◆ 22 23
27 28 29 30 31	24 25 26 27 28	24 25 26 27 28 ● 30
		31
(18 student/19 staff) 93-97	(18 student/18 staff) 111-115	(19 student/20 staff) 130-135

April 2013	May 2013	June 2013
S M T W T F S	S M T W T F S	S M T W T F S
1 ● ● ● ● ● 6	1 2 3 4	1
7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 ★ 5 6 7 8
14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
21 22 23 ◆ 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
28 29 30	26 ● 28 29 30 31	23 24 25 26 27 28 29
		30
(17 student/17 staff) 147-152	(22 student/22 staff) 169-174	(2 student/2 staff) 171-176

Five full days of Staff Professional Development that comply with NCLB & Professional Development requirements are scheduled.

August 27 - Professional Development
 August 28 - Professional Development
 August 29 - Professional Development
 August 31 - Labor Day Weekend
 September 3 - Labor Day
 September 4 - First Day for Students

October 17 - HS & Mosaic Parent/Teacher
 Conferences 4:00 - 8:00pm
 Oct. 17 & 18 - MS & IS Parent/Teacher
 Conferences 4:00 - 7:00pm
 November 2 - End of 1st Elementary
 Marking Period
 November 13 - Elementary Parent/Teacher
 Conferences 4:00 - 7:00pm
 November 14 - Elementary Parent/Teacher
 Conferences 3:30 - 6:30pm
 November 15 - Safety Day
 November 20 - End of 1st Trimester
 November 21 thru 23 - Thanksgiving Break
 Dec. 24 thru Jan. 4 - Holiday Break

January 21 - Professional Dev. Day
 January 23 - HS & Mosaic Parent/Teacher
 Conferences 4:00 - 8:00pm
 Jan. 23 & 24 - MS & IS Parent/Teacher
 Conferences 4:00 - 7:00pm
 Feb. 15 & 18 - President's Day Break
 March 1 - End of 2nd Trimester
 March 8 - End of 2nd Elementary
 Marking Period
 March 11 - Professional Dev. Day
 March 20 - Elementary Parent/Teacher
 Conferences 4:00 - 7:00pm
 March 21 - Elementary Parent/Teacher
 Conferences 3:30 - 6:30pm
 March 29 - Spring Break begins

April 1 thru April 7 - Spring Break
 April 24 - HS & Mosaic Parent/Teacher
 Conferences 4:00 - 8:00pm
 May 27 - Memorial Day
 June 4 - Last Day for Students and Staff

If days need to be added due to inclement weather, they will be added to the end of the school year.

APPENDIX B - IDP FORM

**CHIPPEWA HILLS SCHOOL DISTRICT
PROBATIONARY TEACHER
INDIVIDUALIZED DEVELOPMENT PLAN
TENURED TEACHER PLAN OF ASSISTANCE**

Teacher _____ Date received _____

Building _____ Position _____

School year _____ Probationary year _____

Principal _____

Goal 1:

Purpose of Goal:

Teacher Plan:

Administrative Support:

Goal 2:

Purpose of Goal:

Teacher Plan:

Administrative Support:

Goal 3:

Purpose of Goal:

Teacher Plan:

Administrative Support:

Additional comments:

Individualized Development Plan Conference held: _____

Teacher _____ Date _____

Administrator _____ Date _____

GUIDELINES
Individual Development Plan (IDP)
Probationary Teacher/Tenured Teacher Plan of Assistance

The IDP should be:

- positive in nature, goal-oriented and non-threatening
- developed mutually by the teacher and the principal
- supportive – including what help can be expected from the school administration
- specific in what plans/actions the teacher will use
- dated and signed by both the teacher and the principal

The development of the plan should consider:

- one-on-one discussion about the school's mission
- the expectations the school has for student learning
- student success as the focus
- teacher success as critical to the entire process
- a copy of the district evaluation process – be specific about the relationship between IDP and the formal evaluation process
- examples of what you require i.e. lesson design, visitations, feedback, etc.
- specifics about the nature and type of assistance the teacher can expect to receive from the administration
- the mentor for the probationary teacher may be included in the IDP meeting if the teacher so desires

The mechanics of the IDP process should include:

- advanced information for the teacher on the process you plan to use
- no surprises
- time for the probationary teacher to get started before the development of the IDP
- advance notice of when the IDP discussions will be held and of what topics will be discussed
- being held in a comfortable setting at a time when the teacher and principal can talk without interruptions in a relaxed manner

The actual IDP should be formalized in writing and could include the following:

- lesson expectations i.e. daily objectives clearly understood by the students
- instructional techniques i.e. “wait time”, “practice time”, “reteaching”, etc.
- “physical” movement/positioning of teacher in the room
- atmosphere for learning in the classroom
- student expectations for academic work and behavior
- teacher grading procedures and students must also know these
- general building expectations / staff involvement
- professional development expectations

APPENDIX C - TEACHER EVALUATION FORM

Chippewa Hills School District

ANNUAL EVALUATION

Teacher _____ School _____

Grade Level(s) _____ Subject(s) _____

Evaluator _____ Date _____

Teacher's Status: ☐ Probationary Year: 1 2 3 4 ☐ Tenured Year of Employment _____
Circle one

Domain 1: Planning and Preparation (Demonstrating knowledge of content and pedagogy; Demonstrating knowledge of students; Setting instructional outcomes; Demonstrating knowledge of resources; Designing coherent instruction and student assessments)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Domain 2: The Classroom Environment (Creating an environment of respect and rapport; Establishing a culture for learning; Managing classroom procedures and student behavior; Organizing physical space)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Domain 3: Instruction (Communicating with students; Using questioning and discussion techniques; Engaging students in learning; Using assessment in instruction; Demonstrating flexibility and responsiveness)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Domain 4: Professional Responsibilities (Reflecting on teaching; Maintaining accurate records; Communicating with families; Participating in professional community; Growing and developing professionally; Showing professionalism)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Areas for Further Development

Considering all factors, the performance of this teacher:

☐ Meets or Exceeds Expectations ☐ Needs Improvement ☐ Unsatisfactory

Teacher's Signature

Evaluator's Signature

* Teacher's signature indicates only that the teacher has read this report.

APPENDIX C - COUNSELING EVALUATION FORM

**Chippewa Hills School District
SCHOOL COUNSELOR
ANNUAL EVALUATION**

Name _____ School _____

Grade Level(s) _____

Evaluator _____ Date _____

Counselor's Status: ☐ Probationary Year: 1 2 3 4 ☐ Tenured Year of Employment _____
Circle one

Domain 1: Planning and Preparation (Demonstrating knowledge of counseling theory and techniques; Demonstrating knowledge of child and adolescent development; Setting goals for counseling program; Demonstrating knowledge of regulations and resources; Planning program integrated within regular school program; Develop plan to evaluate program)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Domain 2: The Environment (Creating environment of respect and rapport; Establishing culture for productive communication; Managing routines and procedures; Establishing standards of conduct and contributing to culture of student behavior; Organizing physical space)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Domain 3: Delivery of Service (Assessing student needs; Assisting students and teachers in formulation of academic, personal/social, and career plans based on student needs; Using counseling techniques in individual and classroom programs; Brokering resources to meet needs; Demonstrating flexibility and responsiveness)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Domain 4: Professional Responsibilities (Reflecting on practice; Maintaining records and submitting them in a timely fashion; Communicating with families; Participating in professional community; Growing and developing professionally; Showing professionalism)

☐ Distinguished ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory

Areas for Further Development

Considering all factors, the performance of this counselor:

☐ Meets or Exceeds Expectations ☐ Needs Improvement ☐ Unsatisfactory

Counselor's Signature

Evaluator's Signature

* Teacher's signature indicates only that the teacher has read this report.

APPENDIX D - TRANSFER REQUEST FORM (Does not apply to Mosaic School teachers.)

CHIPPEWA HILLS SCHOOL DISTRICT
REQUEST FOR TRANSFER

Date of Application _____ Posting # _____

Name _____

Address _____ Phone # _____

Years of Service with the District _____

Present position _____ Building presently assigned _____

Grade or position sought _____ Building requested _____

Reason for transfer request _____

Academic qualifications _____

Special Training _____

Signed

Approved:

Signed

Date

Note: Complete in triplicate. Submit two (2) copies to the superintendent and one (1) copy to the Association.
Article 10 Paragraph B Section 2
Master Agreement

APPENDIX E - COACH ASSESSMENT

CHIPPEWA HILLS SCHOOL DISTRICT

COACH _____ **DATE** _____

SUPERVISOR _____ **SPORT** _____ **YEAR** _____

S = Satisfactory

NI = Needs improvement

I. PROFESSIONAL AND PERSONAL RELATIONSHIPS	Rating	Comments & Expectations:
1. Cooperates in submitting eligibility lists, physicals, pre-season and year-end reports and program information.		
2. Understands and follows the Athletic Policies & Procedures Handbook and rules and regulations set forth by the MHSAA, Board and League.		
3. Provides training rules to team members in writing and ensures that current copy is on file w/AD		
4. Follows due process procedures.		
5. Respects coaching staff.		
6. Participates in activities to improve coaching performance.		
7. Attends meetings necessary to the welfare of athletics.		
8. Dresses appropriately.		
9. Participates in parent's night, banquets, award nights, pep assemblies, etc.		
10. Maintains appropriate sideline conduct toward others.		
11. Develops rapport with teachers, coaches and administrators.		
12. Works with other coaches in developing a coordinated program.		
13. Maintains high level of expectations from student athlete.		
14. Holds/participates in a parent meeting for the team/program and communicates in a proactive manner with parents throughout the year		
15. Develops and maintains effective public relations.		

16. Recruits students into the program.		
17. Facilitates individual goal setting.		
18. Keeps coaching and classroom responsibilities in perspective.		

II. COACHING TECHNIQUES:	Rating	Comments & Expectations
1. Provides proper supervision and administration of locker and training rooms.		
2. Provides proper supervision on buses.		
3. Is knowledgeable about the sport.		
4. Has individual and team discipline and control.		
5. Develops well-organized practice schedules - written.		
6. Establishes fundamental philosophy, skills and techniques to be taught by the staff.		
7. Fosters integrity and helps coaching staff improve.		
8. Is fair, understanding, tolerant and patient with students.		
9. Up to date in coaching techniques.		
10. Is punctual for practices and games.		
11. Shows interest in athletes' class work and off-season activities.		
12. Knows emergency first aid; cooperates with trainer and physicians in care, prevention & treatment of injuries.		
13. Receptive to suggestions.		
14. Motivates - gives credit to others.		
15. Delegates.		
16. Utilizes videotape in/from both practice and game settings		
17. Utilizes practice time for individual and team development		
18. Team performance is consistent with skills of athletes		
19. Uses media effectively to reward the effort of the		

team/individuals.		
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III. RELATED COACHING RESPONSIBILITIES	Rating	Comments & Expectations
1. Accounts for equipment - issue, collection, inventory and storage.		
2. Cooperates in sharing facilities.		
3. Shows self-control and poise.		
4. Displays enthusiasm and exhibits interest in coaching.		
5. Keeps Athletic Director informed.		
6. Remains on site until all students are gone.		
7. Follows proper procedure for equipment purchase.		
8. Operates sport within the budget as determined by the Athletic Director in cooperation with the coach.		
9. Advises Athletic Director of communications and projects in advance.		
10. Demonstrates and teaches respect for facilities, property, and equipment.		

Recommendation for Renewal:

1. Recommended for Renewal _____
2. Recommended for Renewal based on adherence to mutually approved improvement plan _____
3. Not recommended for Renewal _____

COMMENDATIONS:

FOCUS POINTS:	
COACH'S COMMENTS:	

COACH _____ DATE _____

ATHLETIC DIRECTOR _____ DATE _____

APPENDIX F – SICK BANK GUIDELINES

SICK BANK GUIDELINES

1. The sick bank committee will consider all requests on a case-by-case basis. The applicant or designee may be asked to present their case. The committee will consider past requests, previous use of sick leave, and extenuating circumstances.
2. You must be a member of the sick bank in order to borrow, and have exhausted all of your sick, personal and comp. days.
3. Applicants need to complete an Authorization Form, with the exception of signatures, which can be found in Appendix F of the CHEA Master Agreement.
4. A doctor's note must be attached to the Authorization Form.
5. Sick days can be borrowed from the sick bank for personal illness, personal injury or illness of the teacher's spouse, children or teacher's parents.
6. Use of sick bank days for maternity leave will be granted to a maximum of 6 weeks for vaginal or adoption and 8 weeks for C-section deliveries. This time begins with the delivery of the baby. (Applicant's sick days + personal + comp days + sick bank days = 6 weeks).
7. Additional time for maternity leave may be granted with a doctor's note regarding unusual complications.
8. Family Medical Leave may be granted for up to a maximum of 12 weeks, but the difference between the maximum sick leave and 12 weeks are to be unpaid.

CHEA SICK BANK AUTHORIZATION FORM

NAME: _____

TOTAL NUMBER OF DAYS ON LEAVE: _____

NUMBER OF SICK DAYS TO BE USED: _____

NUMBER OF PERSONAL DAYS TO BE USED: _____

NUMBER OF COMP DAYS TO BE USED: _____

NUMBER OF SICK BANK DAYS BEING REQUESTED: _____

NUMBER OF UNPAID LEAVE DAYS: _____

REASON FOR LEAVE REQUEST: _____

START DATE OF LEAVE _____ PROJECTED RETURN DATE _____

CHEA SICK BANK COMMITTEE:

DATE:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX G – VACANCY REQUEST FORM – SCHEDULE B

CHIPPEWA HILLS SCHOOL DISTRICT

3226 Arthur Road
Remus, MI 49340

VACANCY REQUEST FORM-SCHEDULE B

Posting # _____

Date of Application _____

Vacancy

Title _____

Name _____

Present Title/Grade Level _____

Address _____

Phone # _____

Resume Attached ☐ Yes ☐ No

Years of Service with the District _____

Professional Background:

What interests you in this position?

Educational Degrees, Certifications etc.

Summary of special skills, training, qualifications, personal experiences and other relevant factors. (ie: first aid training, CPR training, coursework in related field to vacancy.)

Personal References:

NAME	ADDRESS	TELEPHONE	RELATIONSHIP	YRS. AQUAINTED

--	--	--	--	--

Please include any other relevant information you feel is helpful to your application. (Resumes may be attached to this vacancy request form)

Complete in your own handwriting.

1. Discuss the role of goals, objectives and performance in assisting student progress as related to this position.

2. State your philosophy of education as it would apply to this position.

I hereby authorize Chippewa Hills School District to investigate my references and to make an independent investigation of my character, conduct and employment records. I agree that giving any false or misleading information by me will be grounds for termination of my employment.

Signature of Applicant

Date

See Article 28 Schedule B Provisions

Disposition

Request Approved _____

Request Denied _____

Signed _____

Date _____

APPENDIX H – COACHES

The Athletic Director will determine the actual number of coaches based on the participation level.

The estimated number of coaches needed for 2011-2012 are as follows:

Varsity Sport: (boys and girls combined where applicable)

	HEAD	ASSISTANT (Includes Varsity, JV and Freshman)
Baseball	1	2
Basketball	2	6
Competitive Cheer	1	1
Cross-Country	1	1
Football	1	7
Golf	2	0
Softball	1	2
Track & Field	2	3
Volleyball	1	2
Wrestling	1	2

Intermediate Sport: (boys and girls combined where applicable)

	HEAD	ASSISTANT
Basketball	4	4
Cheerleading	1	0
Cross-Country	1	1
Track & Field	2	2
Volleyball	2	2
Wrestling	1	1

It is the intent of the Board and CHEA to provide a quality athletic program.

Chippewa Hills School District Curriculum Council Notification Form

Study Committee: _____

Study Committee Chair: _____

Proposal Accepted ☐

Reasons:

Proposal Denied ☐

Reasons:

Date: _____

Co-Chair Curriculum Council

Co-Chair Curriculum Council

Cc: Presenters / Superintendent

Letter of Understanding
Between the
Chippewa Hills Board of Education
and the
Chippewa Hills Education Association

Passages in the 2012-13 Collective Bargaining Agreement (CBA) were highlighted because the parties believe they concern “prohibitive subjects” of bargaining in light of the passage of PA 103 of 2011 and are currently unenforceable due to PA 103.

However if PA 103 is amended or a competent appellate court of appropriate jurisdiction concluded that (1) PA 103 is unenforceable, in whole or part; or (2) that the highlighted passage(s) do not fall within the meaning of PA 103, in whole or part, then the passage(s) encompassed by such a court opinion shall be enforced as currently provided in the CBA.

The parties also agree to highlight additional language in the CBA that was not originally highlighted, if PA 103 is amended or a competent appellate court concludes that the language is indeed a “prohibited subject” of bargaining under PA 103 of 2011.

Furthermore, the Association and Board agree they will not bargain over a “prohibited subject”.

The parties also agree to form a committee comprised of the Superintendent, the CHEA president, an administrator and teacher from each grade level, along with at least one board member to discuss and develop guidelines regarding the “prohibited subjects” of bargaining that will be presented to the Board. It is understood that the Board of Education establishes all Administrative Guidelines and Board Policy.

Execution of this Letter of Understanding shall in no way be interpreted to mean that the CHEA agrees that all or any of the highlighted passages are indeed “prohibited subjects” of bargaining according to PA 103. However, for the purpose of settling the 2012-2013 CBA, the CHEA has agreed to deem them unenforceable. Upon termination of the 2012-2013 CBA all highlighting shall be stricken from the CBA and the parties will re-evaluate the “prohibited subjects” based on information available at the time the successor agreement is bargained.

**CHIPPEWA HILLS SCHOOL DISTRICT
BOARD OF EDUCATION**

**CHIPPEWA HILLS EDUCATION
ASSOCIATION, MEA/NEA**

By: _____
President

By: _____
President

By: _____
Superintendent

By: _____
Chief Negotiator

LETTER OF AGREEMENT
Between the
CHIPPEWA HILLS BOARD OF EDUCATION
And the
CHIPPEWA HILLS EDUCATION ASSOCIATION

The Chippewa Hills Education Association and the Chippewa Hills School District agree that should the 2011-2012 audited und balance increase over the 2010-2011 fund balance, the contract will be reopened to discuss Article 22 – Professional Compensation. This Letter of Agreement will expire on June 30, 2013.

Cheryl Mortensen, CHEA President

Date

Shirley Howard, Superintendent

Date

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