

# *MASTER AGREEMENT*

Chippewa Hills Board of Education / Chippewa Hills Education Association

2001 - 2003  
Extended 2003-2004 School Year

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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 31st day of August 2001, 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 teaching personnel, 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 therefrom: 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.
- 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 sources 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.
- N. The TTI computers can be purchased by the teachers for the sum of fifty dollars (\$50) or the fair market value, whichever is less, at the conclusion of the 3 year TTI contract.

### 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 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 student classroom day shall commence at 8:14 a.m. and shall terminate by 2:49 p.m. at the high school (intermediate school beginning in 2002-03). At the junior high the student day shall commence at 8:20 a.m. and shall terminate by 2:57 p.m. The student classroom day at the elementary level shall commence at 7:38 a.m. and shall terminate by 2:20 p.m. The student day reporting and dismissal times are subject to adjustment by up to ten (10) minutes, so long as the length of the aggregate student day is not thereby increased.

The regular work day of the teacher will be seven hours and five minutes.

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.

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).

- B. The administration, in consultation with the faculty, shall develop recommended building time schedules designating class periods/blocks, passing times, and lunch periods. 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.
- 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. 1. The normal weekly teaching load in the senior high school for regularly assigned classroom teachers will be 25 equal teaching periods and five unassigned preparation periods equal to a teaching period to be used for class preparation. 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 and not more than five (5) preparation periods per week. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article.
2. The normal weekly teaching load in the intermediate school for regularly assigned classroom teachers will be thirty-five (35) equal teaching periods. Of the thirty-five (35) equal teaching periods, five (5) or more per week may be study halls or non-graded special interest classes and five (5) shall be used as preparation periods. For internal substitute teaching purposes only, the librarian shall be considered to have one preparation period per day and not more than five (5) preparation periods per week. No teacher will be assigned more than two (2) preparation periods in any one day.
3. 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. 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.

4. 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 per grade level. Exceptions shall be with the consent of the music or physical education teacher.
- E. All teachers will be entitled to a minimum of thirty (30) minutes for a duty free lunch period.
- F. Teachers shall be expected to attend teachers' conferences and other meetings called by the administration before and/or after regular school hours with staff consensus. These meetings are not to exceed an average of three (3) hours monthly. Teachers shall receive at least twenty-four (24) hours notice of all meetings except in the event of an emergency.
- G. No 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 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

- 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:  
FTE = number of minutes student is in classroom/170 minutes; full time student = 1.  
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 \$2.00 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, including primary room, shall be twenty-five (25) students per class.
- b. The suggested maximum 4-6, shall be twenty-seven (27) students per class. This provision shall apply to grades 4-5 beginning with the 2002-2003 school year.
- c. Whenever the suggested maximum is exceeded, the teacher shall be compensated \$2.00 for each student above the maximum.

The above referenced amounts shall be paid within two (2) weeks of the end of each semester.

- d. The administration shall equalize the class size within grade levels in the buildings after consulting with the teacher and whenever possible.
- e. All compensation for "overloads" as described in Article 7 Paragraph A 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.

### 2. Junior high

An aggregate of 162 students per day, excluding physical education, 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 aggregate of 135 students per day, excluding physical education, 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.

4. In scheduling enrollment in industrial and practical arts classes, the administration shall give due consideration to the number of teaching stations available.
5. The administration will make reasonable efforts to avoid inequitable disparities in student class load, subject to reasonable accommodation of student class selections.

- 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 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 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 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 two Board of Education members, four administrators: (one elementary principal, one intermediate principal, one high school and one additional designate) and six teachers chosen according to the Chippewa Hills Education Association Constitution; one being the CHEA curriculum chair.
- D. The first meeting of the Curriculum Council will be organizing and providing direction for the study committees. Chair of the council to be designated by superintendent.
- E. 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 one year. 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
gifted/talented	computer science

A roster of committee members will be developed from attendance taken at first committee meeting. Special care should be taken to have elementary grade levels represented on the study committees to insure adequate input from each grade level.

- F. Each committee will select a chair to serve the following year at the November meeting, every year.
- G. Committees composed of all teachers from each grade level in the elementary schools shall be established. Departmental committees will be established at the junior and senior high school level. These committees will be composed of those teachers whose major teaching assignment is in that department.
- H. All curriculum study committees have responsibility for the K-12 curriculum in the cognizant areas; curriculum study committees and departmental/grade level meetings shall meet on the first Tuesday of October and the first Wednesday of March in conjunction with early dismissal.
- I. Screening committee meetings made up of the chair persons of each grade level and the chair persons of the curriculum study groups shall meet on the fourth Tuesday of January and second Tuesday of November to discuss the study committees' progress and share concerns to be discussed in the respective departmental meetings. 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.

- J. Additional study committee meetings and screening committee meetings may be called when necessary, after school hours.
- K. The Curriculum Council will meet the second Tuesday of January for organization and direction giving to individual study groups for yearly goals, the third Tuesday of November for final approval of any proposal involving monetary expense/staff changes. Additional meetings may be called at any such times as may be agreed upon by the members of this committee. All meetings under this paragraph shall be held other than during regular school hours.
- L. 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.
  - b. When a curriculum change is desired that cannot be accepted by the curriculum study committee because of time, the following procedure will be followed:
    - 1. The principal, the teacher or teachers, the study committee chair, and the department or grade level chair that would be involved will formulate a proposal.
    - 2. The recommended proposal will be presented at a special meeting of the Curriculum Council under the existing rules for additional meetings (Article 8 Section K).
    - 3. The recommendation will then proceed through the curriculum process according to Article 8 Section L Paragraphs 4-6.
  - 2. The secretary of the screening committee will forward an appropriate number of copies of recommendations to the council chair for distribution to the Curriculum Council members within one week after each meeting.
  - 3. The recommended proposal is presented at a scheduled meeting of the Curriculum Council by a curriculum study committee chair or person designated by the chair.
  - 4. The recommendation is discussed by the council and either passed or referred back to the study committee for further study and possible revision.
  - 5. When a committee recommendation has been passed by the Council, the Council chair shall make the necessary arrangements for the committee chair or designee to present the recommendation to the superintendent for approval. Proposals should be submitted prior to December 1, in order to be fully considered for implementation in the ensuing school year. If approved, the chair shall present the proposal at the next regular Board meeting. Reasons for rejection shall be furnished in writing to the Council chair. Proposals accepted by the Board shall be implemented in a reasonable length of time.
  - 6. 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. computer science and PE; 3. vocational education and special education; 4. language arts and library; 5. social studies and fine arts; and 6. mathematics, guidance and gifted.

Review cycle:

- 2002-03 social science and fine arts
- 2003-04 mathematics, guidance, gifted
- 2004-05 science and health education

2005-06 computer science and PE  
2006-07 vocational education & special education  
2001-02 language arts and library

- 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.

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, except temporarily and for good cause, outside the scope of their teaching certificates (for those assignments requiring a teacher certificate) and their major or minor field of study and the Association shall be so notified in each instance. The parties recognize that, in specified circumstances, the Revised School Code enables the Board to hire and retain non-certificated professionals for specified assignments.

It is expected that 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 to notify new employees of this expectation.

- 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 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.

- 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 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 to the Association president and designated Association representative for each building.  
  
Any teacher possessing the proper certification to apply for such 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. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once a year to assure active consideration by the Board. If a request for transfer is denied, the teacher will be notified in writing with the reason for denial stated.
  3. In the event a grade 7-12 teaching position becomes a permanent vacancy during the school year, the Board shall post and fill the vacancy as provided above. However, the transfer of the successful applicant into the position shall be at the semester's end if the successful applicant is currently regularly assigned to an active teaching assignment (in which case the vacancy created by said transfer shall not be posted as a permanent vacancy but shall be filled as a temporary vacancy until the end of the school year). Grade K-6 mid-year vacancies shall not be filled by transfer of currently assigned teachers during a school year.
- C. Any teacher who shall be transferred to supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as the teacher may have had under this Agreement prior to such transfer to supervisory or executive status.
- D. Involuntary transfers of assignments (including change of grade, class or subject) shall not be imposed arbitrarily or capriciously.
- E. 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.

- F. Teachers assigned to an elementary combination room shall retain their right of reassignment to the grade level previously held at the first opportunity.
- G. All permanent bargaining unit vacancies as defined in Paragraph B of this article other than those covered in Paragraph H of this article shall be posted within ten (10) days of the vacancy and filled using the procedures outlined in Paragraph B.
- H. Permanent vacancies that occur between April 8th and May 29th shall be posted and filled using the “assignment meeting” method outlined in this paragraph.
  - 1. All permanent vacancies that occur between April 8th and May 29th will be posted by the last business day of May. These postings shall be sent to the CHEA president and to the CHEA building representatives by the central office by May 31st. Permanent vacancies that occur after May 29th 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 May 29th permanent vacancies will be held during the first week in June. 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 2 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. Each teacher shall have a minimum of five (5) minutes after the position has been offered to decide. They may take less time if they wish. After ten (10) minutes, if the teacher does not accept the offered position or pass, then the teacher forfeits eligibility for the position.
    - b. The positions vacated by teachers as they make their choices and are assigned new positions shall be immediately posted on the job board.
    - c. Each subsequent choice shall be offered to teachers and representatives present.
    - d. The process of selection will continue until all jobs are selected or no teachers present wish to declare for remaining jobs.
    - e. At the conclusion of the assignment meeting, positions not filled will be posted outside the bargaining unit.
- I. The Board must post and fill permanent vacancies which exist 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.

- J. 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.

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 Super Care 1 and/or MESSA Limited Medicare Supplement 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.
  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: 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 of the teacher or spouse, 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 central administration office (967-8893) 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 contact the central office. 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, commencing on the first teacher workday and being thirty (30) calendar days in length, 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 one (1) accumulated sick leave day 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 three (3) 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 allocation standards 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. Two (2) 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 five (5) (for the 2001-2002 school year) and beginning with the 2002-2003 school year, the first six (6) 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 to include: 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 of the teacher or spouse, and an individual living with the teacher on a non- commercial basis. 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 3 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 upon submission of receipt and approval according to the account payable schedule.
- 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 Section 1235 of the 1976 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 the teacher would have been had the teacher taught in the system during such period.
- 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 1<sup>st</sup>. 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 1<sup>st</sup>.
- B. Evaluations shall only be conducted by a building principal or other full time administrator. Each 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.
- 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's 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. 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.

- F. If any evaluator finds a teacher's performance to be less than satisfactory, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- 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 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 teachers to be laid off shall be given sixty (60) calendar days notice prior to the effective date of the layoff. 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 at the end of an academic year.
  3. Prior to June 1 of each year, the Board shall, to the best of its ability in light of available information, 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.
  2. Provisions for early retirement shall be made for the teacher who may wish to do so, 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 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.

- 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 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.

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. The order of reduction and recall will be according to academic needs, certification, seniority and qualifications. Such reduction and recall shall be subject to mutual agreement between the Board and the Association.

- 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, 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. 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.

## 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. When schools are closed, teachers shall not be required to report for work. 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 days 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 days, 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 number of instructional days 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 days will be made up. For each day of the first seven (7) days required to be utilized for make up of instructional days, no additional teacher salary or increases in other benefits shall be incurred by the school district. The length of the school day shall be the same as a regularly scheduled day of instruction.

2. In the event that additional days beyond the aforementioned seven (7) are needed for the purpose of make- up of instructional days 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 (Interpretation: State Board of Education *Vs* Houghton Lake Community Schools, Court of Appeals Docket No. 92415, 1-21-87) be brought about by actions of the State Board of Education/State Legislature which 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.
- 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.
- G. A pool of \$15,000 shall be established annually to reimburse tuition paid by a bargaining unit member, according to the following:
  - 1. Courses taken for renewal of a Michigan provisional teaching certificate initially issued to a bargaining unit member shall be eligible for reimbursement, provided that a grade of B or better is attained.
  - 2. The rate of reimbursement shall be 100% of the cost of tuition only. When the number of reimbursement requests exceeds the pool amount, the funds will be pro-rated among all applicants.
  - 3. Credits must have been completed after September 1, 2001.
  - 4. The annual reimbursement limit per bargaining unit member is six credit hours. Reimbursement for coursework will be made at the end of the fiscal year (i.e. June 30) for courses completed during that fiscal year.
  - 5. If Eisenhower or other grant funds are available, teachers must apply for reimbursement from those sources first.

## ARTICLE 23 - SPECIAL TEACHING ASSIGNMENTS

- 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 X).
- 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 (967-8893) 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 to substitute during their regularly scheduled preparation period on an emergency basis will be compensated in accordance with the following conditions:
1. Teachers will voluntarily place their names and the period or hour they are available on an emergency substitute list in each building by Friday of the first complete week of the school year. The initial list will be alphabetized by period or hour. 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.
  2. If they 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.
  3. A teacher whose name is on the list may not refuse the principal's request, although extenuating circumstances will be considered.
  4. Teachers will be asked to substitute during their agreed upon preparation period *only* in an emergency situation. An emergency situation is defined as:
    - A regular substitute teacher is unavailable;
    - A scheduled substitute teacher cancels and cannot be replaced;
    - Due to a sudden illness, a teacher must leave school during the day and the balance of his/her schedule must be covered;
    - A scheduled substitute teacher calls that he/she will be late and a class needs to be covered until the substitute arrives; and
    - Any unforeseen circumstances that the principal and staff agree is an emergency situation.
  5. If a coach must leave school early as part of his/her coaching responsibilities and the administration approaches a teacher to substitute in the coach's class during the teacher's agreed upon preparation period, then 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 cost to the district for an entire emergency substitute teacher day in all schools will be \$96.80. This rate shall increase each year by the same percentage rate negotiated for the salary adjustment that is applied to Schedule A - Salary Schedule.

8. The high school reimbursement rate shall be 1/5 of the cost of an entire emergency substitute teacher day (\$96.80 divided by 5= \$19.36 per period). The junior high school reimbursement rate shall be equal to 1/6 of the cost of an entire emergency substitute teacher day (\$96.80 divided by 6 = \$16.13 per period). The elementary school reimbursement rate shall be \$19.36 per clock hour. Reimbursement for 1/2 or less of a time unit will be equal to 1/2 of the unit rate of pay. Reimbursement for over 1/2 but not more than one time unit will be equal to a full unit of pay.
9. Teachers who substitute during their agreed upon preparation period must complete a time sheet (provided by the principal) and submit that time sheet to the principal. It will be forwarded to the central office and compensation will be paid during the next regularly scheduled pay period after it is received in the central office. If the time sheet is received in the central office during the week of a pay day, compensation will be paid the following pay period.
10. Article 11 Paragraph K Section 3 of the current Master Agreement shall apply.

The procedure noted above is for *emergency situations only* and shall not become a common practice. The District will continue to make every effort to maintain an adequate pool of substitute teachers. This Agreement will cease with the expiration date of the current Master Agreement.

- 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, teachers within the bargaining unit who are in a *Home Placed* or *Home Bound* pool 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, who are in a *Home Placed* or *Home Bound* pool, 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, who are in a *Home Placed* or *Home Bound* pool, will be offered the position.

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, who are in a *Home Placed* or *Home Bound* pool.

The pool for *Home Placed* or *Home Bound* teachers within the bargaining unit will be posted at the end of the year teacher assignment meeting where positions are awarded according to agreed upon procedures in the current Master Agreement. If the pool is depleted during the school year, the superintendent will post according to agreed upon procedures in the current Master Agreement.

The compensation rate for teachers within the bargaining unit who provide *Home Placed* or *Home Bound* instructional services shall be \$18.80 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.
- G. Teachers, in accordance with the MCLA 380.1312 have the authority to use physical force in the following instances:
  - 1. Protect himself, herself, the pupil, or others from immediate physical injury.
  - 2. Obtain possession of a weapon or other dangerous objects upon or within the control of a pupil.
  - 3. Protect property from physical damage.

## 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 State Labor Mediation Board.
- 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 printed at the expense of the Board and made available through the Association to all members employed or hereafter employed.
- G. The calendar for the term of this contract is attached as Appendix A.

ARTICLE 27 -PROFESSIONAL DEVELOPMENT

- A. Realizing the importance which a quality staff plays in the performance of the students, a professional development program shall continue in the Chippewa Hills School District.
- B. A committee shall be made up of all the principals and the elected Association representatives from each building. The chair of the committee shall be assigned to an appropriate principal by the superintendent.
- C. The committee shall meet on the third Tuesday in September to organize.
  - 1. At the organizational meeting, the committee shall develop a form for soliciting the responses of all teachers with regard to proposed topics for professional development.
  - 2. The committee shall meet at least once in October to make final selections of topics (subject to approval of the superintendent) and to assign specific responsibilities to each committee member (subject to the direction of the committee chair).
  - 3. The committee choice of topics and dates, as approved, and the committee assignments shall be made available to staff members prior to Thanksgiving recess, in writing.
- 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 E) for the Schedule B position.

ARTICLE 29 - TERMINATION

This agreement shall become effective at 12:01 a.m. on the 1st day of September, 2001 and shall remain in full force through the 31st day of August, 2003.

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President of the Board

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President of the Association

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Secretary of the Board

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Secretary of the Association

SCHEDULE A: SALARY SCHEDULES

**2001-2002**

<b>****</b>	<b><u>Step</u></b>	<b><u>BA</u></b>	<b><u>BA+30/MA</u></b>	<b><u>BA+60/MA+30</u></b>
	1	29,966	32,963	34,446
	2	31,314	34,446	35,996
	3	32,723	35,996	37,616
	4	34,196	37,616	39,309
	5	35,735	39,309	41,078
	6	37,343	41,078	42,927
	7	39,023	42,927	44,859
	8	40,779	44,859	46,878
	9	42,614	46,878	48,988
	10	44,532	48,988	51,192
	11	46,536	51,192	53,496
	12	48,628	53,497	55,904
	15 **	49,722	54,701	57,162
	20 ***	50,816	55,904	58,420

\*\* 2.25% to commence on 15th year of seniority date. The 2.25% is applied to the 12th step of that column.

\*\*\* 4.50% to commence on 20th year of seniority date. The 4.50% is applied to the 12th step of that column.

\*\*\*\* Step intervals are indexed at 4.5% for steps 1 through 12. MA rail is 10% more than BA rail. MA +30 rail is 4.5% more than MA rail.

**2002-2003**

<b>****</b>	<b><u>Step</u></b>	<b><u>BA</u></b>	<b><u>BA+30/MA</u></b>	<b><u>BA+60/MA+30</u></b>
	1	30,865	33,952	35,480
	2	32,254	35,480	37,077
	3	33,705	37,077	38,745
	4	35,222	38,745	40,489
	5	36,807	40,489	42,311
	6	38,463	42,311	44,215
	7	40,194	44,215	46,205
	8	42,003	46,205	48,284
	9	43,893	48,284	50,457
	10	45,868	50,457	52,728
	11	47,932	52,728	55,101
	12	50,087	55,102	57,582
	15 **	51,214	56,342	58,878
	20 ***	52,341	57,582	60,173

\*\* 2.25% to commence on 15th year of seniority date. The 2.25% is applied to the 12th step of that column.

\*\*\* 4.50% to commence on 20th year of seniority date. The 4.50% is applied to the 12th step of that column.

\*\*\*\* Step intervals are indexed at 4.5% for steps 1 through 12. MA rail is 10% more than BA rail. MA +30 rail is 4.5% more than MA rail.

SCHEDULE B: ADDITIONAL ACTIVITY PAY

The following percentages are to be computed using the BA column and the coach'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) 3.0%
- Yearbook (junior high) 1.0%
- FFA 14.0%
- Band (high school) 9%
- Orchestra director 12%
- Band (junior high) 6%
- 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 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 that music department, class sponsors, advisors, and club sponsors will stay until the conclusion of their sponsored events and the events that run concurrent.

PARTICIPATION LEVELS

- Math Olympiad 15
- Science Olympiad 15
- Odyssey Of The Mind 7
- All other clubs 15

Athletics

See TABLE

Head coach

Assistant coach

Junior high coach

Miscellaneous

Driver Education and Saturday School supervision	\$19.36 per hour	2001-02
	\$19.94 per hour	2002-03

After school detention	\$12.98 per hour	2001-02
	\$13.37 per hour	2002-03
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	\$5.00	

SCHEDULE B - Athletics

2001-2003

		1-3 Years	4-6 Years	Over 6 Years
Head coach				
	<b>Football</b>	3,565	4,069	5,299
	<b>Basketball</b>	3,565	4,069	5,299
	<b>Wrestling</b>	3,241	3,700	4,817
	<b>Baseball</b>	2,917	3,329	4,335
	<b>Track</b>	2,917	3,329	4,335
	<b>Softball</b>	2,917	3,329	4,335
	<b>Volleyball</b>	2,594	2,959	3,854
	<b>Cross country</b>	2,431	2,775	3,611
	<b>Golf</b>	2,269	2,589	3,371
	<b>Cheerleading*</b>	2,269	2,589	3,371
J.V. & assistant coaches				
	<b>Football</b>	2,594	2,959	3,854
	<b>Basketball</b>	2,594	2,959	3,854
	<b>Wrestling</b>	2,594	2,959	3,854
	<b>Baseball</b>	1,945	2,220	2,890
	<b>Track</b>	1,945	2,220	2,890
	<b>Softball</b>	1,945	2,220	2,890
	<b>Volleyball</b>	2,594	2,759	3,854
	<b>Cheerleading*</b>	1,621	1,847	2,409
Junior high coaches				
	<b>Football</b>	1,945	2,220	2,890
	<b>Basketball</b>	1,945	2,220	2,890
	<b>Wrestling</b>	1,945	2,220	2,890
	<b>Baseball</b>	1,297	1,480	1,927
	<b>Track</b>	1,297	1,480	1,927
	<b>Softball</b>	1,297	1,480	1,927
	<b>Cross country</b>	1,297	1,480	1,927
	<b>Volleyball</b>	1,945	2,220	2,890
	<b>Cheerleading*</b>	1,081	1,249	1,546

\*Per season

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.

SCHEDULE C: FRINGE BENEFITS

2001-2002

- A. The employer shall provide an amount not to exceed \$736.31 per month to each bargaining unit member electing Plan A of the following MESSA-PAK and shall provide Plan B of the following MESSA-PAK without cost to the bargaining unit members who elect it. The insurance cap is retroactive to the Association approval month. Effective July 1, 2002 the Board's contribution shall not exceed \$802.58. Any premium amount beyond that shall be shared equally between the Board and each bargaining unit member electing Plan A.

MESSA-PAK:

Plan A

Health	Super Care I 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 COLA
Negotiated Life	\$30,000 ADD
Vision	VSP-3
Dental	80/80/80: \$1,300 ortho
Prescription	\$5.00 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 COLA
Negotiated Life	\$30,000 ADD
Vision	VSP-3
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 \$285 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. Farm Bureau
  - b. Fidelity
  - c. Great American
  - d. IDS
  - e. Lincoln Life Insurance
  - f. Mass Mutual
  - g. Prudential - MEA Financial Services
  - h. Safeco Life and Annuity
  - i. Transamerican
  - J. Franklin Financial
  - k. Farmer's Insurance Group
  - l. Edward Jones
  - m. Sun America

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. The Board shall contribute five (5) percent of the aggregate annual compensations for all employees who are members under the non-contributory plan as provided in Section 1 (w) of the retirement system to the pension fund as provided by the Michigan Public School Employees Retirement Act. In no event shall retirement be deducted from the member's salary unless the member has enrolled in the Member Investment Plan.

APPENDIX A - CALENDAR  
2001 - 2002

August	20	Staff begins - Professional Development
August	21	Students begin
August	31	Labor Day weekend – No school
September	3	Labor Day weekend – No school
October	2	Curriculum Council (student early dismissal), ½ P.D.
October	12	Professional Development Day – No school
October	26	End of the first marking period.
November	7	Parent/Teacher Conference 4:00 p.m.-7:30 p.m. elementary 4:30 p.m.-7:30 p.m. secondary
November	8	Parent/Teacher Conference (student early dismissal) ½P.D. 3:00 p.m.-7:00 p.m. elementary 4:00 p.m.-7:00 p.m. secondary
November	9	Early dismissal (No P.D.)
November	15	Safety Day - No school
November	22-23	Thanksgiving recess - No school
December	21	Holiday recess begins at the end of the day
January	7	School resumes
January	18	End of first semester
January	21	½ Professional Development – ½ building grade level P.D.
February	15	President’s weekend – No school
February	18	President’s weekend – No school
March	6	Curriculum Council (student early dismissal), ½ P.D.
March	22	End of marking period
March	26	Parent/Teacher Conferences 4:00 p.m.-7:30 p.m. elementary 4:30 p.m.-7:30 p.m. secondary
March	27	Parent/Teacher Conferences (student early dismissal), ½ P.D. building grade level 3:00 p.m.-7:00 p.m. elementary 4:00 p.m.-7:00 p.m. secondary
March	28	Early dismissal
March	29	Spring recess begins – No school
April	8	School resumes
May	27	Memorial Day - No school
June	4	Students' last day (1/2 day students; full day staff – P.D. in p.m.)

Student days – 180      Staff days – 183

2002-2003 will be provided at a later date and will reflect 180 student days and 183 staff days.

Early dismissal times: Elementary is 11:00 a.m. and Secondary at 11:45 a.m.

\* If a change in the tentative marking period dates is required, the parties shall meet and make the adjustments.

\*\* If adjustments of the tentative times is required, the parties shall meet and make appropriate adjustments.

\*\*\* If circumstances necessitate a change in tentative last student day and last teacher day due to make-up of inclement weather, Article 21 Paragraph C Section 4 shall be implemented.

\*\*\*\* If bad weather causes a delay in exams, then Teacher Records Day will be the Monday following the last exam.

APPENDIX B

LETTER OF AGREEMENT FOR THE 2001-2002 SCHOOL YEAR ONLY

Concept for Retirement Incentive Plan

1. Eligible teachers must have thirty (30) or more years of service to Chippewa Hills School District as of June 1, 2002.
2. Eligible teacher must submit letter of resignation not later than February 15, 2002 for resignation effective June 30, 2002.
3. Limit of eight (8) participants; most senior eligible bargaining unit members participate first if more than eight (8) applicants. The district may increase this number.
4. Plan benefit is \$20,000 plus \$500 for each semester of service to the District in excess of thirty (30) years (less withholding and FICA). Half will be payable by June 30, 2002, and the remainder will be payable by January 15, 2003. OR a lump sum payment by June 1<sup>st</sup>, 2002. Teachers will make a written election for one of these alternatives by April 30, 2002.
5. All participants to sign release of claims and to submit letter of resignation as a condition to participation in the ERI.

## LETTER OF AGREEMENT FOR THE 2002-2003 SCHOOL YEAR ONLY

### RETIREMENT INCENTIVES

- I. The Board and the Association agree that the following provisions shall be in effect for the contract year 2002-2003 only. Further, neither party shall 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 appendix during its life. In the event that any provision(s) of this Letter of Agreement is found contrary to law during the terms of its existence, the parties shall meet to negotiate for a successor of that specific provision(s).
  - A. Universal Buy-In Early Retirement Incentive
    1. A teacher who has acquired a minimum of twenty-five (25) years of public school service and has completed a minimum of twenty (20) consecutive years of full time service with the Chippewa Hills School District, shall receive the full cost necessary to bring their service credit to thirty (30) years paid directly to the MPSERS as a direct contribution on behalf of their retirement incentive and shall be regarded as paid by the Board in lieu of contributions by the Universal Buy-In participant. Further, no participant in this Buy-In shall have the option of choosing to receive the contributed amounts directly. The full cost is the actuarial cost of purchasing the service credit. This provision provides for retirement to occur by July 1 of the year the teacher elects for early retirement, except as the teacher and superintendent shall otherwise agree.
    2. "Retirement" as used in this provision shall mean severance of employment with the district; verification of an application of the teacher to the Michigan Public School Employees Retirement System for retirement benefits from said retirement system; and verification from the Michigan Public School Employees Retirement System that the employee is eligible and has applied for retirement benefits.
    3. An eligible teacher shall submit an application to the superintendent's office prior to April 7 of the year the teacher elects to retire.
    4. The Board shall pay MPSERS the full cost required to bring the service credit to thirty (30) years pursuant to MCLA 38.1369(f) prior to June 1 of the year the teacher elects to retire.
    5. A teacher retiring under this provision shall be eligible for the retirement benefit, Article 11 Paragraph B Section 2.b of the Master Agreement.
  - B. In the event that the total number of teachers making application for the incentives in Paragraph I Section A require funding that will exceed the funds available, representatives of the Board and the Association shall meet prior to June 1 to determine the total number of teachers that will participate. Participants shall be selected in order of seniority as determined in Article 20, Paragraph C Section 1 of the Master Agreement. In the event that an applicant qualifying for retirement under this provision is not selected, there shall be no loss of the teacher's eligibility status (as defined in Paragraph 1 Section A.2.) of this provision. Provided, however, that the number of teachers receiving benefits under Section I Paragraph A.1, above shall be limited to a maximum of five (5) individuals per any given school year, except that the Board in its sole discretion may approve additional applications if there are excess applications and the Board deems it appropriate to do so.

**RETIREMENT INCENTIVE PLAN  
WAIVER/RELEASE OF CLAIMS**

This Retirement Incentive Plan Waiver/Release of Claims is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by, between and among \_\_\_\_\_ (hereinafter "Employee"), the Board of Education of the Chippewa Hills School District (hereinafter "Board"), and the Chippewa Hills Education Association, MEA/NEA (hereinafter referred to as the "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Retirement Incentive Plan (the "Plan") and accepts the benefit and conditions of the Plan as described in the Letter of Agreement creating the Plan. Further, employee acknowledges and agrees that he/she has voluntarily submitted his/her resignation from employment with the Chippewa Hills School District according to the terms and conditions of the Plan. Employee acknowledges and understands that he/she could have rejected the offer to participate in the Plan and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Chippewa Hills School District.

2. The Board acknowledges and agrees that it will provide the Plan benefit to employee according to the terms and conditions of the Plan, as set forth in the Letter of Agreement between the Board and the Association establishing the Plan.

3. Employee acknowledges and agrees that in consideration of and in exchange for the Plan benefit, he/she hereby agrees to discharge, waive and release the Board, (including its individual Board members, administrators, employees and/or agents) the Chippewa Hills School District and the Association, (including its individual members, employees and/or agents) from any and all claims, charges, demands and/or causes of action (pending or contemplated) of any kind whatsoever, including those for:

- A. claims or grievances for breach of contract; wrongful discharge; constructive discharge; breach of the duty of fair representation, deprivation of constitutional rights; discrimination with respect to disability, age, sex, religion, race, national origin, veteran, and/or marital status which may have arisen under the Federal Civil Rights Acts, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons With Disabilities Civil Rights Act, the Americans With Disabilities Act and Section 504 of the Rehabilitation Act and other pertinent state and federal laws;
- B. personal injuries and/or damages, including those for infliction of emotional or mental distress, invasion of privacy, defamation and/or injury to reputation, and
- C. any other kind of contractual, legal or equitable claim arising during and from his/her employment with and/or from his/her separation and retirement from the Chippewa Hills School District pursuant to the terms of the Plan, which employee has or may presently have against any of them.

4. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public School Employees Retirement System to obtain the necessary information and confirmation of his/her retirement eligibility, as well as his/her anticipated benefits under the Michigan Public School Employees Retirement System, including any impact or consequence(s) of the Plan thereon, and has determined that the terms and conditions of the Plan are acceptable and satisfactory to him/her.

Employee acknowledges and agrees that the Board (including its individual Board members, administrators, employees and/or agents) and the Association (including its individual members, employees and/or agents) have not made any representations or provided any advice to him/her with regard to his/her eligibility for purchase of pension credits receipt of pension benefits or the level of benefits he/she may be entitled to receive under the Michigan Public School Employees Retirement System.

Employee agrees that he/she will not attempt to hold any of the above parties responsible with respect to any dispute or controversy which may arise regarding his/her eligibility to purchase or receive of benefits from the Michigan Public School Employees Retirement System as a result of his/her retirement and the acceptance of the Plan benefit. This does not affect employee's right to pursue any such dispute with the Michigan Public School Employees Retirement System.

Employee is solely and entirely responsible for any taxation consequences resulting from his/her receipt of the Plan or the payment of the Plan benefit on his/her behalf by the Board with the exception of employer FICA or other taxes attributable to the employer.

5. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/ Release and the decision to resign from the Chippewa Hills School District and to participate in the Plan. If employee signs and returns this Waiver/Release of Claims prior to expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request to that effect has been made by either the Board (including individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

The Board agrees to remit to employee the sum of one hundred dollars (\$100.00) in consideration of and exchange for the release of age discrimination claims given in this instrument, in addition to the consideration embodied in the Plan benefit itself.

Further, employee acknowledges that he/she has a period of seven (7) days following the signing of this Waiver/Release within which to revoke it. Any such revocation must be either delivered personally to the superintendent of schools or be postmarked (certified mail) on or before the expiration of this seven (7) day period.

If such revocation is made, the Board shall have the right to immediately cancel the employee's Plan participation. If such revocation is not made within the seven (7) day period, the employee's resignation and decision to participate in the Plan becomes irrevocable without further action by any party.

Any waiver of age discrimination claims under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act shall not become effective or enforceable until the seven (7) day revocation period has expired. Also, this Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date it is signed.

Further, employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the Plan and any eligibility factors and/or time limits applicable to receive payment of that benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the Plan benefit and the ages of any individuals in the bargaining unit who are not eligible for the Plan benefit.

6. Employee acknowledges that he/she is and has therefore been advised in writing to consult with an attorney prior to accepting and signing this Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other professional and personal consultation and advice from others of his/her own choosing with respect to the content, terms and effects of this Waiver/Release as well as the terms of the Plan.

Employee also represents that he/she has carefully read and fully understands all of the provisions of this Waiver/Release and the Plan itself. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document or in the Plan itself.

Further, employee represents that he/she has entered into this Waiver/Release and has submitted his/her resignation from the Chippewa Hills School District pursuant to the Plan voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the Board (including its individual Board members, administrators, employees and/or agents) nor by the Association (including its individual members, employees and/or agents).

7. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board in the bargaining unit represented by the Association. Employee affirms that the terms of the Plan represent good and valuable consideration for his/her resignation of employment and tenure rights, irrespective of any separation or retirement incentive benefits or opportunities which may become available in the future to members of the bargaining unit represented by the Association. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same or similar nature as those in the Plan may in the future be made available through the process of collective bargaining between the Board and the Association and expressly disclaims any reliance upon representations to the contrary.

8. Employee agrees that his/her eligibility for participation in the Plan has been derived from the collective bargaining process between the Board and the Association and that any asserted breach of the Plan or this Waiver/Release of Claims, shall be subject to resolution through the grievance procedure under the terms of the collective bargaining agreement between the Board and the Association.

9. Employee acknowledges and understands that his/her voluntary resignation is intended to preclude his/her application for and receipt of unemployment benefits under the provisions of the Michigan Employment Security Act and may be presented to disqualify him/her from receipt of unemployment compensation benefits as evidence of a voluntary termination of employment without cause attributable to the Board. Should employee make application for and receive unemployment compensation benefits because of his/her resignation and termination of employment with the Chippewa Hills School District, the amount paid to him/her pursuant to the terms of the Plan shall be reduced by the amount of any unemployment compensation benefits received by him/her which are chargeable to the Chippewa Hills School District.

10. Employee acknowledges and agrees that receipt of the final executed copy of this document following the decision and action of the Board to accepting her resignation of employment with the Chippewa Hills School District constitutes full and complete notice of the decision and action of the Board with respect to his/her resignation and separation from employment and also constitutes notice to him/her of the right of a tenured teacher under the Michigan Teachers' Tenure Act to appeal this decision and action of the Board. Employee hereby specifically acknowledges notification to him/her that Article VI Section 1 of the Michigan Teachers' Tenure Act provides:

“A teacher who has achieved continuing tenure status may appeal to the Tenure Commission any decision of a controlling Board under this Act, other than a decision governed by Article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The Tenure Commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in Article IV and in rules promulgated by the Tenure Commission.”

11. Employee's signature on this Waiver/Release results in a resignation from and termination of his/her employment with the Chippewa Hills School District and contains releases and waivers and relinquishment of rights that employee would otherwise be entitled to, including tenure, employment and contract rights. Employee is hereby encouraged to carefully read this document as well as the Plan itself and to have them reviewed by his/her attorney and accountant (or other tax advisor) before signing.

12. Employee's participation in the Plan (provided he/she satisfies the Plan's eligibility criteria) is at employee's option, at his/her sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require any eligible employee to sign this Agreement or to participate in the Plan. If anyone has made any statements which employee interprets as directly, indirectly or "constructively" requiring him/her or encouraging him/her to sign this Agreement or to participate in the Plan, employee is hereby specifically informed and advised that he/she should not rely on such statements, since they do not constitute the position of the Chippewa Hills School District.

If anyone has informed employee that no other retirement or severance benefits may become available to employee in the future should employee *not* resign now and participate in the Plan, employee is hereby *specifically informed and advised that he/she should not rely on such statements.*

If anyone has made statements or representations to employee regarding his/her retirement benefits or conditions which are inconsistent with or additional to the terms of the Plan, employee is hereby *specifically informed and advised that he/she should not rely on such statements or representations in deciding whether or not to participate in Plan.*

This Agreement and Waiver/Release of Claims is entered into by me this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

EMPLOYEE

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
Witness                                      Date

\_\_\_\_\_  
Employee Name                              Date

CHIPPEWA HILLS SCHOOL DISTRICT

CHIPPEWA HILLS EDUCATION  
ASSOCIATION, MEA/NEA

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX C - IDP FORM

CHIPPEWA HILLS SCHOOL DISTRICT  
PROBATIONARY TEACHER  
INDIVIDUALIZED DEVELOPMENT PLAN

Teacher \_\_\_\_\_ Date received \_\_\_\_\_

Building \_\_\_\_\_ Position \_\_\_\_\_

School year \_\_\_\_\_ Probationary year \_\_\_\_\_

Principal \_\_\_\_\_

\*\*\*\*\*

I. KNOWLEDGE OF SUBJECT MATTER

COMMENTS

Qualifications \_\_\_\_\_  
Certification \_\_\_\_\_  
Exhibit Understanding \_\_\_\_\_

II. TECHNIQUES OF INSTRUCTION

Lesson plans clearly written \_\_\_\_\_  
Give clear, explicit directions \_\_\_\_\_  
Communicate effectively \_\_\_\_\_  
Use variety of instruction materials \_\_\_\_\_  
Use variety of methods \_\_\_\_\_  
Adjust curriculum to meet individual student needs \_\_\_\_\_  
Provide specific, relevant feedback \_\_\_\_\_  
Set high expectations for students \_\_\_\_\_  
Provide motivation \_\_\_\_\_  
Organize students for effective instruction \_\_\_\_\_

III. CLASSROOM MANAGEMENT

Arrive to class on time \_\_\_\_\_  
Plan/make effective use of time, materials and resources \_\_\_\_\_  
Demonstrate evidence of personal organization \_\_\_\_\_  
Set high standards for student behavior \_\_\_\_\_  
Accept responsibility for managing discipline \_\_\_\_\_  
Ensure student time on task \_\_\_\_\_  
Encourage a classroom climate where cooperation and mutual respect exist \_\_\_\_\_  
Display many educational teaching aids in the classroom for teaching value \_\_\_\_\_  
Make an attractive/neat environment conducive to learning \_\_\_\_\_

Maintain classroom control \_\_\_\_\_  
Remain in classroom during class time \_\_\_\_\_

IV. PROFESSIONAL RELATIONSHIPS

Inform parents of pupil progress and growth \_\_\_\_\_  
Complete reports and records accurately \_\_\_\_\_  
Maintain and handle records and reports properly \_\_\_\_\_  
Support school regulations and policies \_\_\_\_\_  
Demonstrate ability to get along with others \_\_\_\_\_  
Maintain communication with parents, administration and peers \_\_\_\_\_  
Adapt to unexpected changes to situations \_\_\_\_\_  
Exhibit professional growth \_\_\_\_\_  
Accept responsibility \_\_\_\_\_  
Attend school meetings/functions \_\_\_\_\_  
Supplies - hallways, assemblies, etc. \_\_\_\_\_

V. OTHER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action plan for meeting Individualized Development Plan:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Individualized Development Plan Conference held: \_\_\_\_\_

Teacher \_\_\_\_\_

Administrator \_\_\_\_\_

APPENDIX C - TEACHER EVALUATION FORM

TEACHER EVALUATION FORM  
 CHIPPEWA HILLS SCHOOLS  
 Date \_\_\_\_\_

Teacher \_\_\_\_\_  
 Bldg. in which observed \_\_\_\_\_  
 Date of observation \_\_\_\_\_  
 Notification of observation \_\_\_\_\_  
 Advanced notice \_\_\_\_\_  
 Unannounced \_\_\_\_\_  
 Subject(s) observed \_\_\_\_\_  
 Length of observation \_\_\_\_\_

I KNOWLEDGE OF SUBJECT MATTER

Qualifications \_\_\_\_\_  
 Certification \_\_\_\_\_  
 Exhibits understanding \_\_\_\_\_  
 Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	S	NI	U
Qualifications	_____	_____	_____
Certification	_____	_____	_____
Exhibits understanding	_____	_____	_____

II TECHNIQUES OF INSTRUCTION

Lesson plans are well written \_\_\_\_\_  
 Gives clear, explicit directions; communicates effectively \_\_\_\_\_  
 Utilizes variety of instructional materials \_\_\_\_\_  
 Utilizes variety of methods \_\_\_\_\_  
 Adjusts curriculum to meet individual student needs \_\_\_\_\_  
 Provides specific, relevant feedback \_\_\_\_\_  
 Sets high expectations for students \_\_\_\_\_  
 Provides motivation \_\_\_\_\_  
 Organizes students for effective instruction \_\_\_\_\_  
 Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	S	NI	U
Lesson plans are well written	_____	_____	_____
Gives clear, explicit directions; communicates effectively	_____	_____	_____
Utilizes variety of instructional materials	_____	_____	_____
Utilizes variety of methods	_____	_____	_____
Adjusts curriculum to meet individual student needs	_____	_____	_____
Provides specific, relevant feedback	_____	_____	_____
Sets high expectations for students	_____	_____	_____
Provides motivation	_____	_____	_____
Organizes students for effective instruction	_____	_____	_____

III CLASSROOM MANAGEMENT

Arrives to class on time \_\_\_\_\_  
 Plans for and makes effective use of time, materials and resources \_\_\_\_\_  
 Demonstrates evidence of personal organization \_\_\_\_\_  
 Sets high standards for student behavior \_\_\_\_\_  
 Accepts responsibility for managing discipline \_\_\_\_\_  
 Ensures student time on task \_\_\_\_\_  
 Encourages a classroom climate where cooperation and mutual respect exist \_\_\_\_\_  
 Classroom has many educational aids displayed for teaching value \_\_\_\_\_  
 Environment is attractive, neat and conducive to learning \_\_\_\_\_  
 Maintains classroom control \_\_\_\_\_  
 Remains in classroom during all class time \_\_\_\_\_  
 Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	S	NI	U
Arrives to class on time	_____	_____	_____
Plans for and makes effective use of time, materials and resources	_____	_____	_____
Demonstrates evidence of personal organization	_____	_____	_____
Sets high standards for student behavior	_____	_____	_____
Accepts responsibility for managing discipline	_____	_____	_____
Ensures student time on task	_____	_____	_____
Encourages a classroom climate where cooperation and mutual respect exist	_____	_____	_____
Classroom has many educational aids displayed for teaching value	_____	_____	_____
Environment is attractive, neat and conducive to learning	_____	_____	_____
Maintains classroom control	_____	_____	_____
Remains in classroom during all class time	_____	_____	_____

Revised 10/24/88

IV PROFESSIONAL RELATIONSHIPS

	S	NI	U
Informs parents of pupil progress and growth	_____	_____	_____
Records and reports completed and accurately maintained and handled	_____	_____	_____
Supports school regulations and policies	_____	_____	_____
Demonstrates ability to get along with others	_____	_____	_____
Maintains communication with administration, parents and peers	_____	_____	_____
Adapts to unexpected changes to situations	_____	_____	_____
Exhibits professional growth	_____	_____	_____
Accepts responsibility	_____	_____	_____
Attends school meetings/functions	_____	_____	_____
Supervision - hallways, assemblies etc.	_____	_____	_____
Comments _____	_____	_____	_____
_____			
_____			

S = Satisfactory                  NI = Needs Improvement                  U = Unsatisfactory

ACTION PLAN FOR IMPROVEMENT:

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ADDITIONAL COMMENTS:

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Evaluation of overall performance

( ) Satisfactory    ( ) Needs improvement    ( ) Unsatisfactory

Evaluation conference held \_\_\_\_\_

Teacher \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX D - TRANSFER REQUEST FORM

CHIPPEWA HILLS SCHOOL DISTRICT  
REQUEST FOR TRANSFER

Filing Date: \_\_\_\_\_

Name of member \_\_\_\_\_

Present position \_\_\_\_\_

Building presently assigned \_\_\_\_\_

Grade or position sought \_\_\_\_\_

Building requested \_\_\_\_\_

Reason for request for transfer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Academic qualifications \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signed

\*\*\*\*\*

DISPOSITION

Request approved \_\_\_\_\_

Request denied \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date Signed

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 \_\_\_\_\_

- 5 - OUTSTANDING**
- 4 - VERY SATISFACTORY**
- 3 - SATISFACTORY**
- 2 - UNSATISFACTORY**
- 1 - VERY UNSATISFACTORY**
- N/A - NOT APPLICABLE**

<b>I. PROFESSIONAL AND PERSONAL RELATIONSHIPS</b>	<b>SCORE</b>	<b>COMMENTS AND EXPECTATIONS:</b>
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.		
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 coordinated program.		
13. Maintains high level of expectations from student athlete.		

14. Cooperates and communicates with parents during 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.		
<b>TOTAL POINTS:</b>		

<b>II. COACHING TECHNIQUES:</b>	<b>SCORE</b>	<b>COMMENTS</b>
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.		
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.		
<b>TOTAL POINTS:</b>		

<b>III. RELATED COACHING RESPONSIBILITIES</b>	<b>SCORE</b>	<b>COMMENTS</b>
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. Maintains office area.		
<b>TOTAL POINTS:</b>		

**RECOMMENDATION ON POINTS:**

**Overall Score \_\_\_\_\_ out of 250**

- 210 – 250 Outstanding
- 175 – 209 Very Satisfactory
- 135 – 174 Satisfactory
- 90 – 134 Needs Improvement
- 0 – 89 Unsatisfactory

<b>COMMENDATIONS:</b>	
<b>RECOMMENDATIONS:</b>	
<b>COACH'S COMMENTS:</b>	

**COACH \_\_\_\_\_ DATE \_\_\_\_\_**

**ATHLETIC DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_**

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