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8/31/2000



CHIPPEWA VALLEY SCHOOL DISTRICT  
19120 Cass Avenue Clinton Twp., MI 48038

1996-2000

**MASTER AGREEMENT**

BETWEEN THE

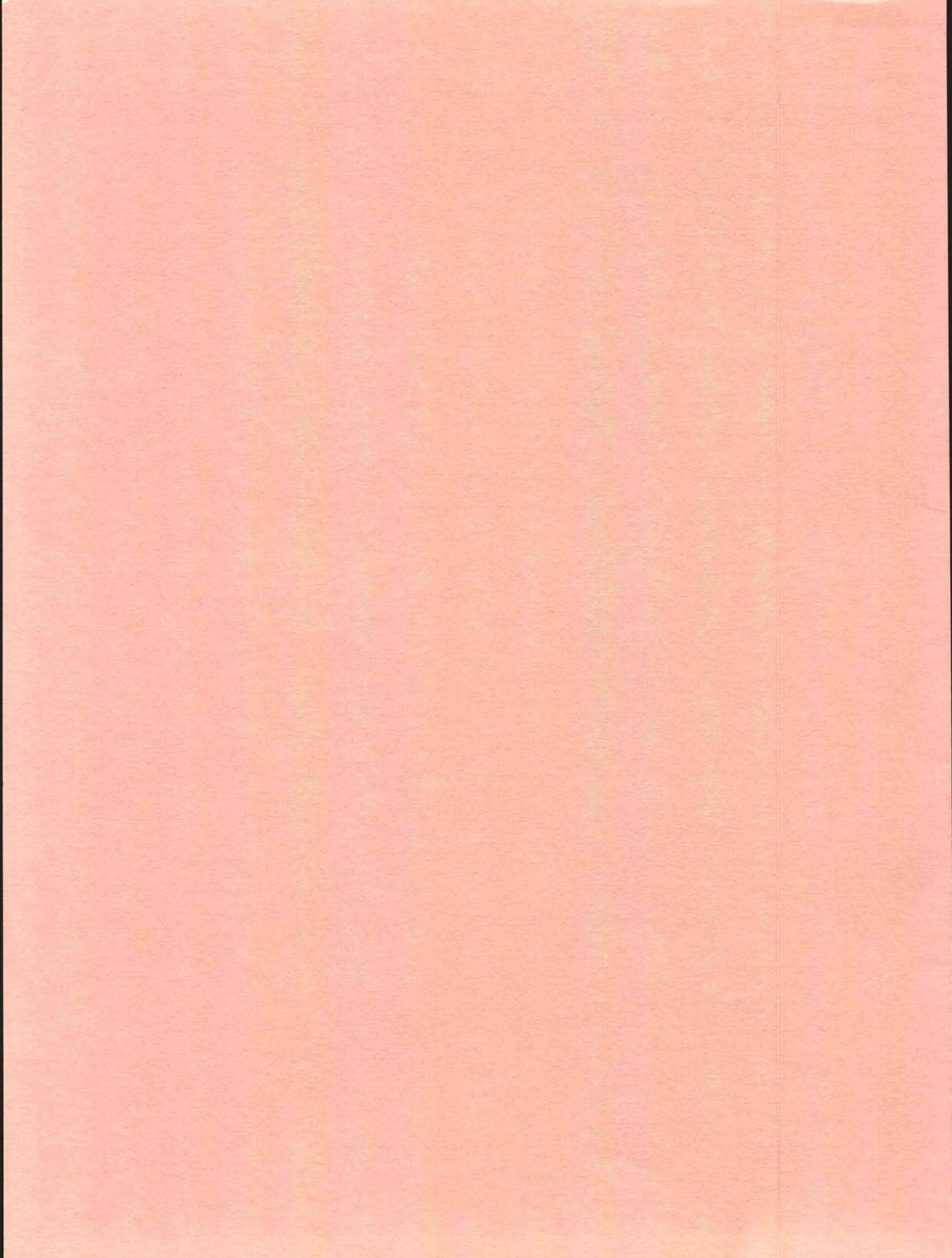
CHIPPEWA VALLEY  
EDUCATION ASSOCIATION  
MEA-NEA LOCAL 1

and

CHIPPEWA VALLEY SCHOOL DISTRICT

1996-97    1997-98    1998-99    1999-00

*Chippewa Valley School*





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**PREAMBLE**

This Agreement entered into on the 4th day of September, 1997, by and between the Chippewa Valley School District of Mount Clemens, Michigan, hereinafter called the "Board," and MEA-NEA Local 1, hereinafter called the "Association" and its local designee, the Chippewa Valley MEA-NEA Local 1 on behalf of the Chippewa Valley teachers.

All terms and conditions of employment specified in this contract apply only to those members of the Association/Local 1 that are employees of the Chippewa Valley Board of Education.

**WITNESSETH:**

WHEREAS, the Board and Association recognize and declare that providing a quality education for the children of the Chippewa Valley School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and,

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, PA of 1965, for all the following contract teaching personnel with the Chippewa Valley Schools. This bargaining unit shall comprise all regular full-time and regular part-time professional employees employed under annual contract, classroom teachers, guidance counselors, facilitators, certified librarians, school psychologists and social workers, speech and hearing therapists, homebound teachers, teacher consultants, special education pre-school teachers, annually authorized vocational education teachers under contract, and all positions covered in Appendices B1, B2, and B3 held by Chippewa Valley teachers; but excluding administrative, and supervisory employees, directors, coordinators, substitutes, aides and para-professionals, community school program teacher(s) (including high school completion, enrichment, recreation teachers and pre-school community teachers) and all other non-certified employees.
- B. The term "teacher" or "employee," his/her, or he/she, when used hereinafter in this Agreement, shall refer to all teacher(s) or employee(s) included in the unit for bargaining as set forth in the paragraphs above, and references to male employees shall include female employees who are teachers employed with the Chippewa Valley School District.
- C. The term "Board" when used herein shall refer to the Chippewa Valley Board of Education.
- D. The term "designee" when following the word "Board" shall refer to an individual named by the Board of Education to act in its behalf.
- E. The term "designee" when following the word "Superintendent" shall refer to an individual named by the Superintendent to act on his/her behalf.
- F. The Association recognizes that the professional responsibilities of School Social Workers and School Psychologists sometimes necessitates that their hours and duties deviate from that provided in this Agreement for the classroom teacher. In recognition of this fact, no grievance shall be filed against the Board regarding their hours and duties unless the Association deems that such hours and duties are required arbitrarily, capriciously, or deviate significantly from past practices.
- G. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.



ARTICLE II  
QUALIFICATIONS AND ASSIGNMENTS

- A. 1. Only fully certified teachers, or teachers with annual authorization for vocational education, will be hired for regular full-time teaching positions.
2. Teachers hired at the high school level must have a major or its equivalent in their main assigned teaching area.
3. The Board recognizes the advantages of having experienced teachers fill teaching vacancies that occur in the District. The Board/Designee agrees to mail all vacancy postings to the MEA-NEA Local 1 Office at the same time as a posting is made in the District.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor field of study. If a teacher opposes, in writing, his reassignment, he may have the option of being released from his contract without recrimination from the Board. For this option to take effect, the teacher must tender his resignation within thirty (30) calendar days of his notice of reassignment. The Board must accept the resignation within sixty (60) calendar days of the reassignment notice.
- C. Teachers will be told at least five (5) school days before the end of the school year, their tentative assignment in terms of grade level and/or subject, unless they have been notified of their expected layoff. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year unless a compelling situation requires same. If a teacher opposes, in writing, his reassignment, he may have the same option as set forth in paragraph B of this article.
- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses and driver education courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.
- E. The District agrees to seek an annual authorization for uncertified teachers of vocational subjects whenever necessary. The responsibility for being certified to teach in the Chippewa Valley Schools rests solely with the individual teacher.

ARTICLE III  
TEACHING HOURS - CLASS LOADS AND ASSIGNMENTS

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents and/or students when scheduled directly with the teachers, except that on Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

If necessary to receive full state aid for the 1999-2000 school year and thereafter, no teacher shall be required to be present for duty for more than a daily total of sixteen (16) minutes. This duty time shall be immediately before the pupils' regular school day in the morning, immediate after the close of the pupils' regular school day in the afternoon or a combination thereof.

- B. The teachers' day shall be a maximum of seven and one-half (7-1/2) consecutive hours/450 consecutive minutes. Assignment to a supervised study period shall be considered a teaching period for purposes of this article.
1. The weekly teaching load at the elementary school shall be twenty-five (25) teaching clock hours (1500 minutes) and five (5) unassigned preparation clock hours (300 minutes) per week. Elementary teachers shall receive at least four (4) hours (240 minutes) of their five (5) hours of unassigned preparation time in blocks of one (1) hour per day. The fifth hour of preparation time may be made up of less than one (1) hour blocks.

When at least eighteen (18) sections of Art, Music, and Physical Education are included in the elementary building, the Art, Music, and Physical Education teachers will be assigned to that elementary building without being required to travel to another building.

In the event that an elementary school does not have at least eighteen (18) sections of grades one through five, then the Music, Art, and Physical Education teachers may be assigned to travel to another building, provided they are allowed to teach all the Art, Music and Physical Education classes in the building in which they are primarily assigned.

In the event the District provides only one (1) hour each week of Art, Music and Physical Education instruction per section, teachers in these subject areas may be required to travel to another building provided they are allowed to teach

TEACHING HOURS - CONT'D.

all the Art, Music and Physical Education classes in the building in which they are primarily assigned.

If necessary to receive full state aid for the 1999-2000 school year and thereafter, the weekly teaching load at the elementary school shall be 1,570 minutes and five (5) unassigned preparation periods of a minimum of 310 minutes per week. Elementary teachers shall receive at least four (4) periods of their five (5) periods of unassigned preparation time in minimum blocks of sixty-two (62) minutes per day. The fifth period of preparation time may be made up of less than the time of a full period.

2. The weekly teaching load at the middle school and the high school shall be twenty-five (25) teaching hours (1500 minutes) and five (5) unassigned preparation clock hours (300 minutes) per week. A teacher at the middle school or high school shall have five (5) teaching assignments or may be assigned a study hall, lunch or hall duty as part of their five (5) assignments per day.

If necessary to receive full state aid for the 1999-2000 school year and thereafter, the weekly teaching load at the middle school and the high school shall be twenty-five (25) teaching periods (1570 minutes) and five (5) unassigned preparation periods of at least sixty-two (62) minutes per day (a minimum of 310 minutes per week).

3. The Board and the Association shall negotiate a mutually agreeable solution to any changes in the above schedules before any changes are implemented. This is to include, but is not limited to: half-days, year-round school and calendar.
  4. The fifteen (15) minutes before and the fifteen (15) minutes after the school day teachers are required to stay, shall not be considered part of their preparation period. In the event that the District places afternoon recess back into the elementary student day, elementary teachers shall be required to remain the fifteen (15) minutes after the student day.
  5. Building administrators will make attempts to rotate or adjust schedules to equalize preparation time when assemblies, programs, or other events occur.
- C. All teachers shall have a duty free lunch period of at least thirty (30) consecutive minutes.
  - D. Kindergarten teachers will be provided with two (2) full days each semester for parent-teacher conferences. Kindergarten teachers will receive one-half (1/2) day of release time per semester for records purposes.

TEACHING HOURS - CONT'D.

- E. In the event that Art, Music, and Physical Education are removed from the elementary day, elementary teachers will be provided two (2) fifteen (15) minute relief periods each day. Teachers will not be required to be in the classroom during this time.
- F. Teachers of Art, Music, Physical Education, Counselors, Media Specialists, Speech Therapists, Language Arts Consultants, and all Special Education teachers shall be provided with unassigned preparation time in the same manner as other teachers in the district.

When it is impossible to schedule Elementary Special Education Classroom Teachers in one (1) hour blocks as described above, they shall be guaranteed at least half their preparation time in blocks of a minimum of one-half (1/2) hour.

Travel time for any special teacher as defined above shall not be included as part of preparation time. However, when it is impossible to schedule preparation time required for traveling teachers, teachers who do not receive required preparation time shall be compensated based on a proration of his/her per diem rate.

- G. If a teacher shall be permanently assigned to teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at one-fifth (1/5) his/her annual base salary, as pro-rated per period.
- H. When a teacher accepts an assignment upon occasion to be a substitute teacher during his/her relief preparation period, he/she shall receive pay for such at the rate of Fifteen Dollars (\$15.00) per period. Payment for teachers substituting during preparation periods shall be made at the end of each marking period.

In the event no substitute teacher is available, teachers missing planning time will be paid at the rate indicated in this section.

- I. It is agreed that it is sometimes necessary to have teachers present for evening meetings. Each teacher may be required to attend seven (7) evening meetings per school year. Forty-eight (48) hours' notice will be given.
1. There shall be two (2) evening parent-teacher conferences each semester, with one-half (1/2) day compensatory time each semester.
  2. The high school teachers are required to attend one (1) of the following afternoon or evening programs:

Graduation  
Baccalaureate  
Awards Program  
National Honor Society Induction

TEACHING HOURS - CONT'D.

These days are deductible from the evening meetings provided in 1. and 2. above.

3. By the fall student count day, a teacher being assigned to two (2) buildings shall be given a calendar for the entire school year which indicates the schedule for all half-day and evening obligations.
- J. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board, by Board request, including participation in professional grievance negotiation, shall be released from regular duties without loss of salary during such engagement.
- K. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality education program practicable.
- L. Any teacher desiring to leave the assigned building prior to the completion of the daily schedule shall first secure the permission of the immediate supervisor or the supervisor's designated appointee.
- M. The parties acknowledge that the Board of Education may encourage, promote, or solicit participants in a job sharing program. They further acknowledge that participation in the job sharing program shall be voluntary. Job sharing shall be defined as two bargaining unit members sharing a given teaching assignment on an equal or approximately equal basis from day to day and/or sharing on an equal or approximately equal basis the total instructional time as may be appropriate and approved by the administration.
1. Teacher responsibilities for each assignment will be as equally distributed as scheduling allows. However, teachers will perform the duties that fall in their portion of the assignment.
    - a. It may be necessary to equate planning time by exchanging A.M./P.M. assignments at mid-year or by some other scheduling technique.
    - b. Both teachers will attend parent-teacher conferences, open house, and appropriate in-service activities without additional pay.
  2. Appointment to job sharing will be for one (1) year at a time and for tenure teachers. The District reserves the right to cancel a job sharing position at the close of the school year. The employee reserves the right to return to full time teaching following the completion of a job sharing position. Conditions for return to a full-time position will be governed by the contractual provisions for voluntary transfers. Shared time teachers have the right to apply for

TEACHING HOURS - CONT'D.

voluntary transfers and if not selected shall be placed before people returning from leave.

- a. Any job sharing assignment must receive the approval of the affected administrator(s).
  - b. The maximum number of shared time positions in any one school year shall not exceed seven (7).
  - c. Applications for shared time must be made by April 15th to the Personnel Office. The application shall contain the signature of both teachers wishing to job share and a note from the affected administrator indicating approval of the arrangement.
  - d. In the event that there are more applications for shared time positions than there are positions available, the positions shall be filled by a lottery. Names will be drawn as a team, not individually. This lottery will be held no later than May 15th.
  - e. In the event that a job sharing assignment becomes vacant, the teacher who remains will assume the position on a full-time basis for the remainder of the school year.
  - f. The Personnel Department shall maintain a current list of teachers desiring a job sharing position. This list will be available to any member of the Chippewa Valley teaching staff.
3. Salary will be prorated according to the time taught. Teachers will receive salary step per Article XXV, Paragraph A. Seniority credit will be prorated.
  4. Fringe benefits will be given in the same manner that the Master Agreement gives these benefits to part-time employees.
  5. Teachers accepting shared time assignments should be aware that their retirement and future unemployment benefits could be affected since these benefits are based on earnings.
  6. In the event that layoffs become necessary, personnel assigned to job sharing will be subject to layoff in accordance with the Master Agreement. Teachers in a shared assignment may be voluntarily or involuntarily transferred as a team or individually if needed in accordance with the Master Agreement.

ARTICLE IV  
TEACHING CONDITIONS

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet optimum standards.

At the elementary and middle school level, all academic sections of the same level shall be balanced ten (10) calendar days before the beginning of the school year.

At all levels, new students shall be distributed to maintain balanced sections unless mutually agreed to by all affected teachers. At the middle school and high school levels, balancing of sections shall be maintained within class periods.

- B. The following class size provisions shall prevail:

<u>GRADES</u>	<u>RANGE</u>
<u>Elementary</u>	
Kindergarten	24 - 27
Grade 1	22 - 28
Grade 2	22 - 28
Grade 3	23 - 29
Grade 4	24 - 30
Grade 5	26 - 32
<u>Middle School</u>	
Grade 6	26 - 32
Grade 7 - 8	27 - 33
Vocal Music	55
Instrumental Music	45
Home Economics (Kitchen)*	28
Home Economics (Sewing)*	30
Industrial Arts (woods and metals)*	28
Arts/Crafts*	28
<u>High School</u>	
Grades 9 - 12 (General - English, Social Studies, General Education, Mathematics, Language, Business, Physical Education, Health, Family and Consumer Resources)	27 - 33
Science	30
Chemistry*	28
Physics*	28
Typing	40
Vocal Music	65
Instrumental Music	65
Family and Consumer Resources - Foods I & II, Clothing I & II*	28
Woods*	25
Auto*	25

TEACHING CONDITIONS - CONT'D.

Small Gas Engines*	32
Drafting*	28
Art*	28
Vocational	Per State of Michigan Guidelines

Middle School and Senior High School Counselors	As per North Central A.A. requirements.
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\* These classes will not be subject to the overage allowed under the language of Paragraph C. of this article. For these classes, the number listed is the maximum class size.

If a situation should develop requiring half-day sessions, those elementary classes on half-day sessions, shall contain an average of twenty (20) students with no more than twenty-five (25) students in either of the half-day sessions and a maximum of forty (40) students per day.

In the event of "split classes," the maximum class size shall be the maximum of the lower class grade.

There will be no doubling of elementary Art, Music and Physical Education classes except in temporary emergency situations or when there is a mutual agreement between the teacher and the administrator.

- C. The desirability of keeping all classes within the "range" is recognized and understood by the Board and the Administration, while the Association recognizes that, in some cases, it may be difficult to do so. In such cases where the upper range is exceeded, the following actions will be taken:

Elementary K-5

Step I: Students will be distributed immediately to equalize class sizes.

Step II: When the upper limit of the range is exceeded, an aide will be provided within two weeks at the rate of one hour per day, per student overage. If a teacher aide has been assigned to a teacher and the teacher's class size is reduced, the aide time will be adjusted accordingly.

Step III: When all classes at a given grade level (Grades 1-5) in a building have an overage of four (4) students, and at the kindergarten level when all classes have an overage of three (3) students, a new teacher will be hired, a new section will be created and students will be redistributed within three weeks. Where facilities do



## TEACHING CONDITIONS - CONT'D.

not permit the creation of an additional section, each teacher whose class exceeds the top of the range by four (4) students (Grades 1-5), and in kindergarten three (3) students will be assigned a full time aide.

A full time aide shall be defined as an aide employed for the full teaching day.

### Secondary 6 - 12

Under no circumstances will a class exceed the range by more than one (1) student.

- D. The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by it and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- E. The Board agrees to make available for each school adequate typing, duplicating stencil, photocopy machines, mimeograph facilities, computer and printer, and clerical assistance to aid teachers in the preparation of instructional materials.
- F. The Board shall provide:
  - 1. Suitable space for each teacher to store coats, overshoes and personal articles.
  - 2. Adequate chalkboard space for every classroom.
  - 3. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  - 4. A collegiate dictionary in every classroom.
  - 5. Adequate storage space in each classroom for instructional materials.
  - 6. Adequate attendance books, paper, pencils, chalk, erasers and other materials required in daily teaching responsibilities.
  - 7. Teachers not assigned a regular classroom shall be given adequate storage space in each classroom in which they instruct.
  - 8. Adequate smocks for Art and Home Economics teachers, laboratory coats for Laboratory Science teachers, and shop coats for Industrial Education teachers, will be provided. Laundering of such items will be the responsibility of the teachers.
  - 9. Suitable working/instructional space for Ancillary Staff in each assigned building
  - 10. Access to a phone which would allow private conversations.

TEACHING CONDITIONS - CONT'D.

- G. It is agreed that teachers' time should be spent performing professional duties. Wherever possible, aides will be engaged to assist in relieving teachers of non-professional duties. In the event that aides are unobtainable, teachers may voluntarily assume such duties, or be assigned to such duties, if no other reasonable solution exists.
- H. The Board shall make available in each school adequate lunchroom, restroom and Faculty Lounge facilities exclusively for staff use. At least one area shall be reserved in which smoking shall be allowed, if fire codes permit, and which shall be in compliance with Public Act 198. The teachers agree to aid in maintaining these lunchroom/lounge facilities in a clean condition.
- I. Telephone facilities shall be made available to teachers for their reasonable use.
- J. Upon the request of the Association, vending machines shall be permitted in staff rooms.
- K. Adequate, off-street paved parking facilities shall be provided, properly maintained, lighted and identified exclusively for staff use during regular school hours.
- L. Teachers shall not be required to teach under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The administration will endeavor to establish policies and procedures to cover emergencies as they develop.

Unless there is a non-routine life threatening emergency, teachers shall not be required to administer medication or perform medical procedures such as but not limited to tracheotomy suctioning, catheterization (including intermittent catheterization) or tube feeding to students. The Board will provide teachers with the necessary non-routine life threatening emergency training at a mutually agreed upon time.

- M. Specialized instruction in Art, Music, and Physical Education at the elementary level will be provided on a regularly scheduled basis as facilities and personnel permit. In the event any or all of these programs are eliminated, the Board agrees to meet with the Association to negotiate the effect these changes will have on their working conditions. In the event that a special teacher is absent, a substitute will be provided to teach that regularly scheduled special class.
- N. Differentiated Staffing:
  - 1. The Board may participate when and where feasible and practice with teacher groups, governmental units and agencies, or private organizations in such innovative means as deemed advisable to accomplish the improvement of educational quality. It is recognized that in such

## TEACHING CONDITIONS - CONT'D.

experimental programs or organizational structures some adjustments in the working conditions as set forth in the Master Agreement may be necessary. Adjustments to these working conditions will be negotiated by the Board and the Association prior to the implementation of any such program.

2. The staff (principal and teachers) of each school shall be given the responsibility to determine the instructional organization of the school within the limits imposed by the staffing budget and in accordance with the goals of the Chippewa Valley School District. The final approval remains the responsibility of the Board of Education.

### Staff Approval

- (a) When the principal and a majority of the teaching staff in a given school approve a proposed program in their school they will be allowed to implement such program. However, the minority of teachers not in approval with the new program will be allowed to instruct as they did previously or be given priority in regard to transfers to other buildings.
  - (b) In a situation where a sub-set of teachers in a given building wish to organize and carry out a different staffing pattern that does not interfere with the rest of the program in the building, approval by this sub-set and by the principal will be considered staff approval under the terms of this contract.
3. Instructional Aides shall be recruited through the Principal and Personnel Office. The teacher, or group of teachers, with whom an instructional aide would work shall have at least one interview with a prospective aide and present a recommendation to the Principal or Personnel Office. Such interview will not be conducted while the teacher has a teaching assignment. The placement of instructional aides will be the result of recommendations of teachers and Principal interviews. However, the final authority to hire or not to hire is retained by the Board of Education.
- O. A certified person may be selected by the Administration to be the teacher "in charge" of the building and personnel in the absence of the administrative personnel. He/she will operate in the capacity of the school building principal in his/her absence, in the daily operations, functions, and responsibilities of the school, except in the area of teacher evaluations. The teacher "in charge" will be paid a stipend in accordance with Appendix B-1. Middle Schools without an assistant principal shall have a teacher "in charge."
  - P. Administrators may call faculty meetings once a week for forty-five (45) minutes beyond the time teachers are normally expected

## TEACHING CONDITIONS - CONT'D.

to be in the building. Part-time teachers are expected to attend such faculty meetings. Teachers who serve in more than one building are not required to attend more than one faculty meeting per week.

- Q. During the first ten weeks of the fall semester, first grade teachers will have the option of supervising their class in an additional thirty (30) minute recess period during the afternoon.

R. School Improvement

The following principles apply to all school improvement plans and teams/committees:

1. Participation on the School Improvement Committee is voluntary.
2. No evaluation or discipline will result due to participation or non-participation in the School Improvement Committee.
3. School Improvement Committees will determine their own decision-making process.
4. No infringement of this Master Agreement, either in part or whole will result from school improvement plans.
5. Information obtained through research related to school improvement is to be used for improvement of school programs only.

District-Wide Team/Committee

1. The number of teachers on the team shall be equal to or greater than the number of non-teaching members on the committee.
2. The teachers will be mutually appointed by the Association and the Superintendent/Designee. They will be paid a stipend by the Board equal to that paid to curriculum council members.

Building Team/Committee

1. The number of teacher members shall be equal to or greater than the number of non-teaching members on the committee.
2. At the building level, the administrator and teachers will mutually agree to the composition of the building committee.

S. Contract Innovation and Maintenance Team

An important element in the relationship between the Association and the Board is to provide a process for change. Each new effort should be considered as a building block to the future. With consideration to the fact that our collective staff represents professionalism and expertise second to none, the parties acknowledge their commitment to this joint process. We recognize the freedom to present views or proposals for consideration.

TEACHING CONDITIONS - CONT'D.

The parties acknowledge that trust is the cornerstone of any relationship. Efforts will be made to maintain and enhance the esteem of each building staff.

To facilitate this process, the parties recognize that the contract needs to provide flexibility from time to time for innovation in educational programs. Therefore, the parties agree to establish a Contract Innovation and Maintenance Committee effective October 1993. This committee shall consist of the Association President and three (3) Association members selected by the Association President and the Superintendent and three (3) Administrators selected by the Superintendent. The Contract Innovation and Maintenance Committee's decision making process shall be by consensus, that is, all members must agree to a concept, plan, or decision for adoption.

A proposal for a temporary deviation from this Master Agreement may be submitted to the Contract Innovation and Maintenance Committee through the Building School Improvement Team using the following process:

1. The initiator of the proposal develops a draft of their proposal on the form provided by the Contract Innovation and Maintenance Committee, with copies distributed to the building's teaching staff.
2. The initiator of the proposal develops a survey of their teaching staff designed to assess support for the proposal among the staff.
  - a. Prior to the dissemination of the survey, the Building School Improvement Team shall submit the draft proposal for a temporary contact deviation, a copy of the proposed survey, and a proposed final evaluation method to the Contract Innovation and Maintenance Committee for review.
  - b. The survey will be distributed upon the approval of the Contract Innovation and Maintenance Committee.
3. The initiator of the proposal will provide a copy of the survey results to the Contract Innovation and Maintenance Committee and their building staff.
4. The Contract Innovation and Maintenance Committee will schedule a meeting to receive the final draft of the proposal. At this meeting any staff member may address the Committee about this proposal either in person or in writing.
5. The Contract Innovation and Maintenance Committee will determine whether or not to grant the temporary deviation subject to the approval procedures of both parties. The

TEACHING CONDITIONS - CONT'D.

deviation will not exceed one (1) school year unless extended by the same approval procedures.

6. At the conclusion of the temporary deviation, a final evaluation will be provided to the Contract innovation and Maintenance Committee by the Building School Improvement Team.

ARTICLE V  
VACANCIES, PROMOTIONS AND TRANSFERS

- A. 1. A teacher employed by the Chippewa Valley School District may apply for any bargaining unit vacancy. Such application should be in writing, or on a form supplied by the Board and addressed to the Superintendent of Schools/Designee. Applications will be considered should such vacancy occur, whether during the school year or during the summer. Consideration of the applications shall be on the basis of professional qualifications, background, attainments, and other relevant factors, including service in the School District.
2. Vacancy  
For the purposes of this Agreement, a vacancy shall be defined as one of the following:
  - (a) a position presently unfilled,
  - (b) a position that is currently filled, but for which the Board has received notification that it will be vacated, or
  - (c) a position that will be created by establishing a new program,
  - (d) only the vacancies that remain after the following groups of teachers have been assigned must be posted: Displaced teachers, recalled teachers, involuntarily transferred teachers, and teachers returning from leave. All voluntary requests for transfer will be considered before this section is implemented.
3. All vacancies will be posted in a conspicuous place in each building for seven (7) days. The Association President will also receive a copy of said vacancy. Each teacher who has been determined to be qualified by the Administration after the initial screening process shall receive an interview and will be informed of the results.

VACANCIES, PROMOTIONS AND TRANSFERS - CONT'D.

4. Teachers will be hired by the Board as soon as possible after the occurrence of a vacancy. It is understood that no teaching assignment will be filled by a substitute teacher or a series of substitute teachers to replace a teacher on other than sick leave, for longer than four (4) consecutive weeks, except if the Board has had less than four (4) weeks notice of such impending vacancy, in which case eight (8) weeks will be allowed. This provision shall not apply to vacancies which occur between April 1st and the end of the school year.
5. The following procedures shall be implemented for year-to-year staffing:
  - On or about May 1st, the Board will:
    - a. Determine staffing needs,
    - b. Create a vacancy list,
    - c. And identify displaced teachers.
  - On or about May 10th:
    - d. Displaced teachers, in order of seniority, will select a job from the vacancy list.
  - On or about May 15th:
    - e. A new vacancy list will be posted.
  - On or about May 30th:
    - f. Application(s) for blind or specific transfers will be submitted.
    - g. Vacancies will continue to be filled through the end of the school year and beyond.
    - h. Future vacancies will be posted.
    - i. Any teacher displaced after the end of the school year may choose from vacancies available at the time they are displaced.
- B. The Parties recognize that when vacancies occur during the school year it may be difficult to fill them within the District without undue disruption to the existing instructional program. Such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year, at which time the position will be considered vacant.
- C. In filling vacancies in administrative positions, the Board/Designee shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the School District, of all applicants from within the School District, as well as applicants from outside the School District. Whenever an administrative vacancy arises, or when new positions are created, the Administration will post said vacancy for seven (7) days in the faculty room of each building in the

VACANCIES, PROMOTIONS AND TRANSFERS - CONT'D.

Chippewa Valley School system. The vacancy shall not be filled less than one week after the posting of vacancies at the supervisory and administrative levels, and the filling of newly created supervisory and administrative positions is the prerogative of the Board, and the decisions of the Board with respect to such matters shall be final. A teacher employed by the Chippewa Valley Schools may apply for any administrative vacancy during the posted period.

- D. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for transfer to a different building shall be made in writing, on forms furnished by the Board. One copy shall be filed with the Personnel Office, and one copy shall be filed with the building principal. The request shall set forth the reason for transfer, the school, grade, or position sought and the applicant's academic qualifications.
- E. For the purposes of this Article, the terms "Reassigned" and "Transfer" and "Displaced" are defined as follows:

Transfer: Movement from one building to another building.

1. When transfers are necessary, all voluntary requests for transfer will be considered first.
2. If involuntary transfers are still necessary before school starts, the first teacher(s) to be transferred will be the teacher(s) with the least district seniority and required certification within the building from which the transfer is being made.
3. If involuntary transfers are necessary after school starts, such transfers will be made on the basis of the teacher with the required certification and the lowest district-wide seniority in one of the following categories, whichever is least disruptive to the educational process:
  - a. Grade
  - b. School
  - c. Department

Reassigned: Movement from one grade level to another, or one department to another within a building.

All voluntary requests for reassignment will be considered before involuntary reassignments are made. If involuntary reassignments are necessary within a grade level or department, the teacher(s) to be reassigned will be the teacher(s) with the least district seniority and required certification within the grade level or department from which the reassignment is to be made.



VACANCIES, PROMOTIONS AND TRANSFERS - CONT'D.

Return To Original Assignment or Building

1. Any teacher who opposes reassignment/transfer, but is willing to accept the assignment/transfer, will have first priority within one year to transfer back to their original building or assignment providing a vacancy exists based on the following criteria:

Elementary - Original grade level plus or minus one grade level.

Middle School - to same or similar assignment.

High School - return to original department.

2. If the teacher opposes in writing his/her reassignment/transfer, he/she may tender his/her written resignation to be effective immediately, within thirty (30) calendar days of reassignment/transfer and the Board will accept his/her resignation. The preceding will take place within sixty (60) calendar days of written notification of such reassignment/transfer.

Displaced: One who is without an assignment due to a reduction in building staff, building closing, the curtailment or elimination of a program, and who is not subject to layoff.

When a teacher is displaced, the District shall provide the Association a list of vacancies from which the displaced teachers shall be allowed to choose their new assignment. Selection of assignment from the vacancy list shall be made by the most senior displaced teacher first and the second most senior teacher second and so forth.

- F. Summer vacancies will be posted on a bulletin board in the Central Administration Office and a copy sent to the Association announcing all vacancies and new positions occurring during the summer months. Also during the summer months, the Board will make available a telephone message center. This message center will have a recorded message containing an up-to-date list of all vacancies currently posted.
- G. Any teacher who shall be transferred to a supervisory or executive position, and shall later return to teacher status, shall be entitled to retain such rights or benefits as he may have had under this Agreement prior to such transfer to supervisory or executive status, excluding those positions held under a supplementary contract.

VACANCIES, PROMOTIONS AND TRANSFERS - CONT'D.

- H. The staff accepts the concept of administrative internship. However, teachers involved will be designated as administrators, and, during their time of internship, will be given released time. The teacher will be compensated at the same rate as his/her regular teaching salary.
- I. Teachers who are interested and qualified may be assigned, at the discretion of the Superintendent, to part-time administrative duties, during the summer.
- J. All vacancies for extra-curricular activities will be posted and open to all personnel. All personnel will have equal opportunity to apply. All extra-curricular activities will be filled from full time personnel, assuming a qualified person in the District applies and is available at the times needed. All extra-curricular positions shall not be considered tenured positions within the meaning of the Michigan Teacher Tenure Act.
- K. All vacancies in athletic coaching positions will be posted and open to all personnel. All personnel will have an equal opportunity to apply. All athletic coaching positions will be filled from qualified full time personnel, unless a more qualified person from outside the district applies. It is understood that the administration shall be the judge of qualifications when filling these athletic positions. All athletic positions shall not be considered tenured positions within the meaning of the Michigan Teacher Tenure Act.

ARTICLE VI  
REDUCTION IN STAFF

In the event the Board anticipates a reduction of staff, the Parties will meet and confer for the purpose of implementing the proposed reduction. Lay-off shall be defined as a reduction of the work force due to a decrease or shift in student population or reduction in the ability of the Board to finance programs. In order to retain teachers qualified to fill revised assignments and protect job security of qualified teachers with the greatest seniority, the following procedure will be followed in implementing a plan of staff reduction, in the order listed.

- A. Assignments needing reduction will be identified.
- B. Teachers in those assignments shall be identified for lay-off in the following order:
  - 1. Probationary teachers on the basis of seniority.
  - 2. Tenure teachers on the basis of seniority.

REDUCTION IN STAFF - CONT'D.

- C. LAY-OFF: Teachers identified for lay-off will be reassigned if they are certified for a position held by a teacher with less seniority, and meet the criteria as identified below. That teacher with less seniority will then be identified for lay-off and will follow the same procedure as identified above.
1. A person reassigned to a subject area or teaching position is required to have a minimum of nine (9) semester hours in the reassigned area, or a minimum of one year previous teaching experience in the assigned area. If the teacher does not have the minimum experience requirement, he/she will be given one year from the date of reassignment in which to obtain the nine (9) semester hours required if they do not have them at the time of reassignment.
  2. Teachers in the high school must meet North Central Accreditation before assuming the reassigned position. In any year in which there are to be lay-offs the previous year's North Central Accreditation standards will be used.
  3. Teachers reassigned to vocal music, instrumental music, home economics, technology education, physical education, art and/or crafts at the middle school level shall have at least a minor or its equivalent.
- D. Teachers identified for lay-off for the following school year (for reasons as defined in lay-off above) shall be given notice of said lay-off at least forty-five (45) calendar days prior to the end of the current year. When lay-offs are made during a school year due to an unanticipated reduction and/or an unanticipated loss in district funds, teachers to be laid off shall receive at least forty-five (45) calendar days' notification prior to the effective date of lay-off.
- E. RECALL: After notice of lay-off has been given, vacancies which occur prior to the Fourth Friday of the school year shall be filled with laid-off teachers with the required certification by seniority, and as stated in Paragraph C. 1. through 3. If no laid-off teachers have the required certification, the least senior teacher currently employed with the necessary certification shall be involuntarily transferred to the vacancy if, as a result, a laid-off teacher can be recalled. Teachers with fifteen or more years' seniority will not be involuntarily transferred to facilitate recall of laid-off teachers. After the Fourth Friday of the school year all vacancies shall be filled by laid-off teachers with the necessary certification, or by newly hired teachers if no laid-off teacher has the necessary

REDUCTION IN STAFF - CONT'D.

certification. Laid off teachers will remain on the recall list for five (5) years.

- F. NOTIFICATION PROCEDURE FOR RECALL: The Board shall give written notice of lay-off or recall to any affected teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay-off, recall or other notice to the teacher.

Teachers sent notice of recall shall advise the Board within ten (10) calendar days of receipt of the notice of recall but no later than twenty (20) calendar days from the time the notice was mailed. In the event the teacher does not notify the Board/Administration within the above-stated time limit, the teacher shall be removed from the recall list; however, exceptions may be made by the Superintendent/Designee. Notices by either the Board of Education or by the teacher will be made by certified mail, return receipt requested.

- G. If there are ties in seniority and certification of the teacher(s) to be laid off or recalled, the following criteria will determine priority in this order:

1. The number of years of teaching experience other than Chippewa Valley, excluding substitute teaching.
2. Advanced degree(s) obtained.
3. A one-time lottery shall be held for all individuals whose name appears on the MEA-NEA Local 1, Chippewa Valley Seniority list. The number drawn by each individual shall be assigned to that person. In the lottery the person who draws the lowest number shall appear first within that seniority grouping, etc.

- H. Seniority is defined as a teacher's total length of service as a bargaining unit member. Leave time will not be counted as part of the teacher's total seniority, nor will a teacher's service as an administrator be counted as part of a teacher's total seniority beginning with the 1983-84 school year, (unless provided for elsewhere in this Agreement, or by law). A teacher shall lose his seniority if he resigns, retires, or is discharged by the Board.

For the purpose of calculating seniority which was accrued prior to the 1983-84 school year by Administrators in service to the district, one year of service as an Administrator shall be equal to one year of service as a teacher.

REDUCTION IN STAFF - CONT'D.

Example: Administrator A began service to the district in August of 1974 as a building principal. Administrator A's name will now appear on the teacher seniority list with an original date of employment and seniority date of August 29, 1974. If Administrator A remains an Administrator for the 1983-84 school year, he/she will accrue no seniority as a teacher. Therefore, at the beginning of the 1984-85 school year, his/her seniority date shall be adjusted to August 28, 1975. And each year thereafter Administrator A remains an Administrator in the district, his/her seniority date shall be adjusted as per this example.

Only Administrators with a teaching certificate are eligible for seniority credit prior to the 1983-84 school year.

- I. Seniority credit for teachers who are employed on a part-time basis shall be pro-rated, effective with the 1984-85 school year.
- J. A teacher who is on released time per paragraph N or O of Article VIII shall be considered a full time employee.
- K. If a teacher refuses reassignment or recall under this provision, he/she shall be removed from the recall list and shall be considered as having resigned. A teacher who had a full time position prior to lay-off cannot be required to accept a part-time position.
- L. A seniority list with the following information shall be provided to the Association within thirty (30) days after the first class day of each school year:
  - 1. Employee name
  - 2. Original date of employment
  - 3. Seniority date
  - 4. Years of teaching experience per paragraph G. 1 above
  - 5. Advanced degree(s) obtained
  - 6. Lottery number
  - 7. Certification
  - 8. Tenure Status
- M. In the event a member of the unit receives unemployment compensation benefits between two (2) school years, (i.e., summer break) and is recalled to employment prior to the beginning of the school year, the amount received after recall in unemployment benefits will be deducted from the teacher's salary for the successor year.
- N. Thirty (30) school days prior to the end of the school year, the Association shall be notified of any program(s) that may be placed into any multi-district consortium for the

## REDUCTIONS IN STAFF - CONT'D

subsequent school year. In the event that a Chippewa Valley teacher is employed to teach in a consortium program, he/she shall maintain all contractual rights and obligations under this Agreement. No Chippewa Valley teacher shall be reduced in assignment or laid off due to Chippewa Valley students transferring to classes offered by any other member district of any consortium.

### ARTICLE VII PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community education projects.
- B. The Board agrees to provide upon approval of the Superintendent, the necessary funds for teachers who desire to attend select professional conferences and Michigan Department of Education Curriculum Committee Meetings. Travel, meals, lodging, (in accordance with Board policy), and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time as determined by the principal and teacher to attend without loss of compensation.

### ARTICLE VIII ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and/or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher in any way by reason of his membership in the Association, his participation in any lawful activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or preceding under this Agreement or otherwise with respect to any terms or conditions of employment.

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES - CONT'D.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or other applicable laws. The rights granted to teachers hereunder shall be deemed to be the same as, and in addition to, those provided by Board policies, law or on contract, individual or collective.
- C. The Association or any members who are employed by the Chippewa Valley School District shall have the right to use the school buildings and facilities, without charge, for professional meetings during the time when the buildings are covered by operating staff, as provided in "D" below. Room clearance shall be made with the Principal involved at least 24 hours prior to the meeting or event and use of building shall be in conformance with Board Policy.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, photocopy machines, other duplicating equipment, calculating machines, and all types of audio visual equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. All formally recognized organizations within the faculty shall have the exclusive 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. All faculty members may use the District mail service and teacher mail boxes for communication to teachers in their respective buildings. No teacher shall be prevented from wearing insignia, pins, or other identification either on or off school premises.
- G. The Board agrees to make available to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the District, including, but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and such other information as will assist the Association in developing intelligent, accurate, information and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. Such information shall be

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES - CONT'D.

made available within fifteen (15) working days of said request. Reasonable requests made by an individual teacher will also be honored.

- H. The Board shall consult with the Association on any new or modified fiscal budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to consult with the Board with respect to said matter prior to their adoption and/or general publication, whenever possible.
- I. Teachers shall be entitled to full rights of citizenship and the exercising of such rights shall not be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. In their personal lives, teachers shall have the right to think freely and to express themselves openly and without fear. This includes the right to take part in social, civil, and political affairs. They shall have the right to participate in political campaigns and to hold office. They shall have the same freedom in all things as other citizens. No discrimination shall ever be shown by any school personnel or the Board toward any teacher because of race, religion, or political activities or beliefs.
- J. The provisions of this Agreement concerning 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, sex, or marital status.
- K. The Association agrees membership in the Association shall be open to all teachers, regardless of race, creed, religion, color, national origin, age, sex, or marital status.
- L. If any tuition students are admitted to the District, teachers employed by the Board who do not reside in the District shall, upon request, be permitted to have their children attend the Chippewa Valley Schools on a tuition basis.
- M. The Association shall have the right to review the individual contracts of any professional member of its bargaining unit.
- N. Providing the Association requests, up to two (2) members of the Association, to be determined by the Association, may be released from his/her/their school day to transact Association Business. The total amount of released time granted to the Association under this paragraph shall not exceed the equivalent of one full-time teacher. Each teacher who is on released time shall be considered a full time employee. The Association shall pay for the released time based on the number of periods (hours) the person(s) is (are) released as a percentage of the B.A. and Cert. Step 0 (e.g., if



ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES - CONT'D.

one (1) person is released two (2) periods (hours) the Association shall reimburse the Board 33 1/3% of the B.A. and Cert. Step 0 as its released time payment). The Association will also pay the retirement on the same pro-rated basis.

- O. Providing the Association requests, one (1) member of the Association, to be determined by the Association, may be released the last period (hour) of his/her school day to transact Association business. His/her salary shall be adjusted accordingly. A teacher who is on released time shall be considered a full time employee.
- P. All Association materials intended for distribution or display on any property under the management of the Board may be approved and signed by an Association official before display or distribution.
- Q. The Board shall place on the agenda of each regular Board Meeting, any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office within sufficient time to appear on the official Board agenda.
- R. Teachers are expected to comply with the reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
- S. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be reported in a timely manner to the offending teacher and to the Association.
- T. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined, for any infraction of rules or delinquency in professional performance. When a request for such representation is made, the Association must provide representation within two (2) school days. No action shall be taken with respect to the teacher until such representation of the Association is present.
- U.
  - a. Up to twenty-five (25) teacher days per year will be allowed for Association business providing the Association makes written application for such within five (5) days of the proposed absence. The Board and the Association shall equally share the cost of these days if a substitute teacher is required.
  - b. Up to ten (10) additional teacher days per year will be allowed for Association business providing the Association makes written application for such within five (5) days of

ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES - CONT'D.

the proposed absence. The Association shall pay the cost of a substitute teacher if one is required.

- c. These days provided in Ua and Ub shall not be used for picketing or in support of strike activities in other school districts during the school day.

ARTICLE IX  
SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the Adult Education, Driver Education and Summer School Programs will be made by the Board/Designee on the basis of preference to teachers possessing teaching certificates regularly employed in the District during the normal school year.
- B. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Supervision by a teacher of a student teacher/intern shall be voluntary and no teacher shall supervise more than one (1) such student teacher/intern simultaneously. Such teachers will have at least five (5) years of teaching experience. They shall work directly with the University program coordinator, assist in developing extensive opportunities for the student teacher/intern to observe and practice the arts and skills of the profession.
- D. Renumeration paid to the School District for the placement of student teachers/interns will be handled in the following manner:
  - 1. Half shall be paid to the supervising teacher.
  - 2. Half shall be put into a fund set up in each building. The supervising teacher in each building will determine for what educational purpose the money in the fund will be used.

ARTICLE X  
SPECIAL STUDENT PROGRAM

- A. Special Education Students

The parties recognize that children having special physical, mental and emotional problems, as defined by Rules 340.1701 to 340.1715 inclusive, may require specialized classroom experiences and that their presence in regular classrooms may interfere with the normal instructional program, and place extraordinary demands upon the teacher. In the event that such a child is to be placed in a regular classroom, the following provision shall be made:

- 1. The child will be placed in the regular classroom upon the teacher's full knowledge and understanding of the child's handicap.

SPECIAL STUDENT PROGRAM - CONT'D.

2. The teacher will be supplied with adequate materials and specialized equipment needed for the proper education of the child possessing a handicap, as determined by the Individual Education Planning Committee or the Successor Committee.
3. The services of a consultant, who is a specialist in the specific area handicap, will be made available to the classroom teacher.
4. The severely handicapped child shall be considered 2.0 students except for emotionally impaired students which shall have a weighted factor of 1.5, when referring to class size. The severely handicapped child shall be defined as those listed below:

Trainable Mentally Impaired  
Visually Impaired  
Hearing Impaired  
Severely Multiple Handicapped  
Emotionally Impaired

It is understood that the child must be certified in one of the above listed impairments before consideration will be given to the weighted factor.

For purposes of implementation of this provision at the elementary level, the weighted factor shall apply only if a child is mainstreamed into a teacher's classroom for two (2) or more hours.

It is understood that the weighted factor does not apply for vocational education classes.

5. A teacher who has mainstreamed students assigned to his/her class may request a meeting with the administrator in charge to address the individual needs of the mainstreamed students.
6. The Board upon making a request of the State Board of Education for a deviation from the rules as set forth in the Special Education Code, shall concurrently provide the Association with copies of the request and the response.
7. All buildings will have on file two (2) current copies of the Special Education rules and regulations.

B. General Education Students

During the course of the school year, if a child is found to possess a physical, mental, or emotional handicap, the following steps will be taken:

1. The teacher will take the responsibility for referring the child to the counselor and building principal.

SPECIAL STUDENT PROGRAM - CONT'D.

2. After consultation and joint agreement between the teacher, counselor, and building principal, the student may be removed from the classroom until further steps can be taken to achieve a solution to the problems.
3. Students must be referred to the Special Education Department for evaluation with parental or guardian consent.

ARTICLE XI  
STUDENT CONDUCT AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. The use of corporal punishment by any school employee is prohibited by Board Policy and the School Code.

Reasonable physical force may be used only in those situations where it is necessary for a school employee to:

1. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
  2. For self-defense or the defense of another.
  3. To prevent a pupil from inflicting harm on himself or herself.
  4. To quell a disturbance that threatens physical injury to any person.
  5. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
  6. To protect property.
- C. A teacher may remove a pupil from one (1) class session when the grossness of the offense, the persistence of the misbehavior, or the disturbance effect of the violation makes the continued

STUDENT CONDUCT AND TEACHER PROTECTION - CONT'D.

presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. The affected pupil will be readmitted to the classroom only upon authorization of the principal or administrative designee. On request, written guidelines for future handling of this case will be provided.

- D. Suspension of the student from school may be imposed only by the Superintendent or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parent, when warranted. Should such measure fail and it has been mutually decided by the teacher and administrator that the student's misbehavior is a disrupting influence on the class, the student will be removed from the class and the problem will be dealt with in a manner suitable to the administration. A meeting may be called by a student's teacher for the purpose of determining if a particular student is a consistent and incorrigible offender. The teacher's meeting for such purpose shall include all those teachers having the student in class, and the meeting shall include the principal and his disciplinary representative. Upon unanimous recommendation of the teachers concerned, action will be taken which may include the permanent suspension of the student.
- E. Any cases of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to Administration. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. This request shall be made in writing to the Board who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The decision of the Board shall be in accordance with school policy.
- F. Administration will investigate, or report to the appropriate authorities, incidents involving individuals who inflict damage to the property of employees of the Board, or who appropriate property of such employees, provided such malicious action occurs on the school premises during the times employees are engaged in gainful employment. Further, it shall be the obligation of the Board to prosecute (and/or require reasonable restitution) for all such damages as established where insurance coverage is not applicable.
- G. Unless the matter is promptly reported (within ten (10) school days) to the teacher concerned, no action shall be taken upon any complaint by a parent of a student directed toward a teacher, and no notice thereof shall be included in said teacher's personnel file. The Association will be notified of documented breaches of professional ethics.

## STUDENT CONDUCT AND TEACHER PROTECTION - CONT'D.

- H. The teacher upon written request to the principal shall have a student removed from his class when that administrator deems the student unsafe in the classroom.
- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, and shall not be individually liable for any damage or loss to person or property, except in case of negligence and/or neglect of duty.
- J. Grade Change
1. Only the teacher who issued a grade to a student or the Grade Change Review Panel may change a grade.
  2. Only grades issued for a grading period, semester exam, semester, final exam, or end-of-the-year grade may be challenged and that must occur within thirty (30) school days of the ending of a grading period in which the grade was issued, unless this time requirement is waived by the principal.
  3. To formally challenge an issued grade, the proponent must state, in writing to the principal, the reasons for the grade change. A proponent may be a student, parent, or administrator. All rationale to be considered must be provided at this time.

### Grade Change Review Panel

A Review Panel charged with making a decision on the grade change request shall be convened within thirty (30) school days after the request is received by the principal.

### Membership

1. Three (3) teachers selected by the Association
2. Two (2) administrators selected by the Superintendent/Designee
3. One (1) Board member selected by the Board.

None of the panel members should be directly involved in the grade change incident. The panel will make their decision by a simple majority of the full Panel within thirty (30) school days of convening as a committee.

### Review Panel Options

The Grade Change Review Panel may approve, disapprove, or modify the proposed grade change. The Review Panel may only change a grade if it finds that the proponent has met the burden of establishing that there was no rationale for the assigned grade under the teacher's established grading procedures.

## STUDENT CONDUCT AND TEACHER PROTECTION - CONT'D.

### Board Appeal

Within thirty (30) days after receiving the decision, either the student, parent, administrator or teacher may appeal the decision of the review panel to the Board of Education. The decision of the Board shall be final.

### ARTICLE XII TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated at least once every three (3) years in writing. It is recognized that probationary teachers should be evaluated, encouraged, and receive guidance as soon and as often as possible. Probationary teachers shall be evaluated at least twice during each year of the probationary period. In any event, each probationary teacher shall be evaluated in writing after an observation and conference at least once during the first fifteen (15) weeks of each probationary year. Should any teacher feel that he/she requires guidance, he/she may notify his/her administrator and he/she shall be evaluated, counseled, and helped in any way possible to become a more proficient teacher. The above shall include the right to receive released time, upon approval of the building administrator, to observe other teaching, evaluate his/her method of instruction, and consult with other teachers, and with the administration concerning these methods.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board. The person conducting the evaluations must have a valid teaching certificate.
- C. Each observation shall be made in person for an adequate period of time. All monitoring or observation of the work of the teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter, and the teacher shall have the opportunity to review the evaluation report. No deficiency or inadequacy shall be referred to on the written evaluation unless the teacher has been previously advised of such concerns. All evaluations shall be based upon valid criteria for evaluating professional growth. Each written evaluation as provided for in Section A above will be recorded on the Professional Staff Evaluation Form. The "Evaluation of and responsibility for the instructional program" policy number 6180, will not be used to evaluate teachers. At no time shall the results found in measuring objective attainment by

TEACHER EVALUATION - CONT'D.

students be used to determine the failure of a teacher of the Chippewa Valley Schools.

- E. No later than April 10th of each probationary year, the final written evaluation report will be furnished to the Superintendent/Designee 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/Designee. If an administrator believes a probationary teacher is doing unacceptable work, the reasons, therefore, shall be presented to the teacher, as well as suggestions for improvement and possible assistance available from the administrator. The consequences of failing to improve must be communicated to the teacher.

In subsequent evaluations, deficiencies previously noted shall be addressed in order to ascertain whether the deficiencies have been corrected or improvements have taken place. In the event a probationary teacher is not continued in employment, the Board or its designee will advise the teacher of the reasons therefore in writing and provide for a hearing where requested.

This language applies to teacher mentors: A teacher mentor shall perform the following duties and be subject to the following terms and conditions:

1. The mentor is to provide professional support, instruction, and guidance to a teacher (mentee) during his/her first three (3) years.
2. Participation as a mentor shall be on a voluntary basis.
3. A mentor shall be a tenure teacher with at least one (1) year teaching experience in Chippewa Valley.
4. Teachers who are willing to serve as a mentor shall make this known to the building principal. The principal will assign a volunteer mentor to a mentee.
5. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years. If there are more volunteer mentors in a building than needed, principals may assign mentors on a yearly rotating basis.
6. The administration shall notify the Association when a mentor teacher is matched with a mentee.
7. A mentor teacher shall be assigned to only one (1) mentee at a time.
8. The mentee may be assigned to more than one (1) mentor teacher at a time.



TEACHER EVALUATION - CONT'D.

9. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, except in cases of misconduct, the mentor shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentee's work performance, and the mentee shall not be called as a witness by the Board in any grievance or administrative hearing involving the mentor's work performance.
  10. With approval of the administration, up to two (2) half days per year for the bargaining unit mentor to work with his/her mentee in his/her assignment during the work day, will be made available.
  11. Bargaining unit members who serve as mentors shall receive a stipend of one hundred dollars (\$100.00) per semester.
- F. No teacher shall be dismissed from his/her contracted duties, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such dismissal from contracted duties, discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates such action.
- G. No teacher shall be discharged unless he/she has been given a written notification of said action and the opportunity for a hearing before the Board of Education at least sixty (60) days before the end of the current school year.
- H. Review of Personnel File - Each teacher shall have the right, upon request, to review the contents of his own personnel files maintained at the teacher's school or at the Administration Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. All communications including evaluations by Chippewa Valley administrators, commendations, and validated complaints directed toward the teachers, which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion. The faculty member shall have the right to petition for removal of any false or irrelevant material from his personnel file. All materials proven to be false shall be removed. The teacher shall also have the right to answer any material filed, and his answer should be attached to the file.

TEACHER EVALUATION - CONT'D.

- I. Upon the teacher's written request to the Superintendent/Designee, letters of reprimand will be removed from his/her personnel file five (5) years from the most recent written discipline only if the teachers' personnel file is free from any written discipline within that time period.
  
- J. Special Education and Special Services personnel will be evaluated by their building principal and/or the Director of Special Education. Upon the request of the teacher, the Director of Special Education will participate in the evaluation.
  - 1. If the Director of Special Education is involved in the evaluation, the final evaluation form shall be jointly signed by the Director and the Building Principal.
  - 2. If the Building Principal is the sole evaluator, the signature of the Building Principal shall constitute a valid and acceptable evaluation.
  - 3. This evaluation procedure (as stated in Section J, 1 and 2 above) only relates to teachers of the Special Education Department who are assigned to regular classrooms.

ARTICLE XIII  
RIGHTS OF THE BOARD OF EDUCATION

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all its powers, rights, authorities, duties and responsibilities including those conferred upon and vested in it by the laws and the Constitution of the State of Michigan and United States. The exercise of these powers, rights, authorities, duties and responsibilities by the Board, 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 implied terms of this Agreement and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
  
- B. The rights and responsibilities as conferred under the School Code and the Tenure Law on the Board of Education and the Superintendent are herein preserved.
  
- C. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested in the Board.

ARTICLE XIV  
CONTINUITY OF OPERATIONS

- A. During the term of this Agreement neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment), for any purpose whatsoever.
- B. The Board and Association agree that they will not knowingly, during the period of this Agreement, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XV  
DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT

For the 1997-2000 Master Agreement, Article XV will be held in abeyance and shall not be in force. Please refer to the Department Chairperson and Curriculum Development Letter of Understanding on pages 94-99.

- A. Department Chairpersons
  - 1. Senior High School Department Chairpersons will be chosen on the following basis:
    - (a) Department Chairpersons in the English, Social Studies, Science and Mathematics Departments will receive one (1) hour of released time.
      - (1) The number of teachers in a given department will be equated on the basis of full time or equivalent.
      - (2) Chairpersons will be chosen by the Principal and approved by a majority of the department on a yearly basis.
      - (3) The Vocational Education Department is not eligible for a Department Chairperson as long as the Board employs a Director of Vocational Education or someone who performs those duties prescribed for a Director of Vocational Education.
    - (b) Departments eligible for Chairpersons, (in addition to the four (4) listed above) are Art, Music, Physical Education, Life Skills, Business, Industrial Technology Education, Counseling Foreign Language, and Special Education.

DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D

- (1) If a department has the equivalent of three (3) or more full-time professional staff, the Chairperson will be compensated as per Appendix B1.
2. Middle School Department Chairpersons and/or Team Leaders will be chosen and compensated on the following basis:
  - (a) Departments eligible for Chairpersons are Math, English, Social Studies, Science, and Unified Arts (Industrial Technology Education, Music, Art, Physical Education, and Life Skills), providing the department has the equivalent of three (3) or more full-time professional staff.
  - (b) The number of teachers in a given department or on a given team will be equated on the basis of full time or equivalent.
  - (c) Department Chairpersons will be chosen by the Principal and approved by the department members on a yearly basis. Team Leaders will be chosen by the particular team and approved by the Principal.
  - (d) If a building decides to have both Department Chairpersons and Team Leaders, these teachers will be compensated at a lesser level equal to the total percentage paid to normal Department Chairpersons per Appendix B1 divided by the total number of Department Heads plus Team Leaders.
3. Language Arts Chairperson will be chosen by the Assistant Superintendent for Instruction to be a Reading Department Head, as long as three (3) or more full-time teachers remain in this activity.
4. Middle and High School Department Chairpersons shall perform the following duties:
  - (a) Assist in the development and implementation of system-wide goals and behavioral objectives as developed by their respective Curriculum Councils and assist individual department members in developing their own goals and objectives.
  - (b) Assume responsibility for recommending to the Principal budget and purchases for the Department, execution of approved budget at their particular school.
  - (c) At the middle school level, budget and purchases will be recommended to the Principal by the Department Chairperson and Team Leaders.

DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D

- B. The curriculum structure, workshops, development and structure of the evaluation committees shall be developed jointly between the Board of Education and MEA-NEA Local 1, Chippewa Valley when curricular needs dictate and resources permit. The final authority to approve and finance any of the programs and committees is vested in the Board of Education.
- C. Curriculum Structure:
1. There shall be system-wide Curricular Leaders in those areas as determined by the Board and the Association; Math, Language Arts, Science, Social Studies, Computer Education, and Fine Arts. Each Curricular Leader shall be a Chippewa Valley teacher appointed by the Superintendent/Designee.
  2. Curricular Leaders shall perform the following duties:
    - (a) Coordinate and review with consultants and/or coordinators, curricular changes, applications, innovations, implementations, and services to the staff under the direction of the Superintendent/Designee.
    - (b) Coordinate and review with department members and the building Principal curricular changes, applications, innovations, and implementations.
    - (c) Coordinate selection of recommended texts in their areas.
    - (d) Consult with teachers on a scheduled basis in all buildings for the purpose of improving instruction.
    - (e) Develop and coordinate with other Curricular Leaders, In-Service Workshops at the elementary level.
    - (f) Chair curricular meetings in their area of competency at various grade levels.
    - (g) Assist in coordination of the program in their area between buildings.
    - (h) Serve as Chairpersons of the District Curriculum Council in their areas.
    - (i) Perform other curricular duties as recommended by the Superintendent.
    - (j) To keep all teachers advised of what is happening on the Curriculum Council.
  3. Teachers serving as Curricular Leaders shall receive \$1,500 per year as compensation and two (2) hours released time per day for performing their duties.

## DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D

4. Joint evaluation of the Curriculum Structure and its operation will be conducted upon the request of either the MEA-NEA Local 1, Chippewa Valley or the Board of Education.
5. Curriculum Leaders, if selected from the high school, need not be Department Chairpersons.

### D. Curriculum Workshops:

1. To facilitate interbuilding communication, elementary and middle school teachers may be provided with two (2) half days of released time per year for attendance at Curriculum Workshops. One half day shall be in the morning and the other in the afternoon. These workshops will be developed and coordinated by the Curriculum Leaders, teachers and/or administrators, and approved by the Assistant Superintendent for Instruction.
2. Upon request, a minimum of one (1) Faculty Meeting per month can be designated as a Curriculum Meeting.
3. Other Curriculum Workshops may be established upon petition to the Superintendent by a group of three (3) or more teachers within a given subject field.
4. Teachers attending, during non-obligation hours, an in-service/workshop which introduces new or revised curriculum as approved by the appropriate evaluation committee(s) shall be paid forty dollars (\$40) per day (5 hours) or twenty dollars (\$20) per half day.
5. Teachers writing/restructuring curriculum shall be paid seventy-five (\$75) dollars per day. Teachers presenting Workshops for Chippewa Valley teachers shall be paid sixty (\$60) dollars per day.

### E. Curriculum Development:

1. The Board of Education and the MEA-NEA Local 1, Chippewa Valley, to bring about desirable curricular changes establishes professional staff Curriculum Councils. The purpose of these Councils is to provide effective consultation with, and assistance to the Superintendent and to make needed improvements in the instructional program which are deemed feasible. Realizing that education is an everlasting process, the Administration and the teaching staff will work jointly in developing curriculum needs of the schools, and work toward establishing a comprehensive kindergarten through twelfth grade curriculum.
2. Language Arts, Social Studies, Science, Math, Fine Arts, Computer Education, Special Education and other Ad Hoc Curriculum Councils will be formed by joint agreement of the Association and the Board.

DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D

3. Membership in each Council, other than the Language Arts Council, will consist of the following: A representative selected by the administration, and fourteen (14) teachers recommended by the Association. The teachers recommended by the Association will represent a cross section of the teaching staff in the appropriate subject area. The cross section will consist of eight (8) elementary (maximum of one (1) per building unless a vacancy exists after the application deadline), three (3) middle school, and three (3) high school teachers selected from the Chippewa Valley staff. The Language Arts Council will consist of a Language Arts Consultant, and Administrator selected by the administration, eight (8) elementary, three (3) middle school and three (3) high school teachers recommended by the Association from the Chippewa Valley teaching staff.
4. Teachers serving on Curriculum Councils shall receive a total of two hundred and fifty dollars (\$250) in compensation for their regularly scheduled after-school meetings. Teachers who miss a scheduled meeting may have pay deducted on a pro-rated basis.
5. Each Curriculum Council shall deal with such issues as system-wide subject area objectives, evaluation of current programs, recommendations for starting new programs and dropping old ones, textbook selection and the submission of a year end report.
6. Special Curriculum Councils in other subject areas may be convened by the Superintendent upon appeal by teachers from at least two (2) separate schools who wish to discuss a specific curricular problem. One of these teachers will serve as Chairperson of the Ad Hoc Council and an Administrator will be appointed to serve by the Superintendent.
7. In individual buildings, the principal and the teacher member of a particular Curriculum Council will serve as a local committee to evaluate and send on individual teacher proposals.
8. It is not the intent of this Article to obstruct internal curricular change arrived at by Building Administrators and their staffs. Rather, it is intended that Curriculum Councils assist and facilitate curriculum development by suggesting good curricular practice in each area. It is recognized that each school is unique, and that local curriculum must be modified to meet the needs of individuals in a particular setting. Any internal curricular change not affecting system-wide subject area objectives may be adopted by the staff of an individual school after consultation with Curricular Leaders. If the Curricular Leader disapproves of a change, he can carry it to a higher level.

DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D

9. It is also recognized that the Superintendent will have the final responsibility to recommend to the Board of Education any curricular change. It is in the spirit of counsel, advice, and professional team work that this Article is written.
10. When a course has been approved for Chippewa Valley credit by the Superintendent, teachers enrolled in those classes shall receive credit within the District equal to the number of credits designated to the course.

F. Elementary and Secondary Curricular Evaluation Committees:

1. In keeping with the laws of the State of Michigan and with the hope of providing Chippewa Valley School children with up-to-date materials for their educational endeavors, the Association and the Board of Education establish Elementary and Secondary Curricular Evaluation Committees.
2. The Elementary Curricular Evaluation Committee shall consist of one elementary and one middle school principal and eight (8) Chippewa Valley teachers recommended by the Association. At least three (3) of these teachers will be from the middle school. The Superintendent and/or his designee will act as ex-officio members of the group.
3. The Secondary Curricular Evaluation Committee shall consist of one high school and one middle school administrator and eight (8) Chippewa Valley teachers recommended by the Association. At least three (3) of these teachers will be from the middle school. The Superintendent and/or his designee will act as ex-officio members of the group.
4. It is recommended that Curricular Evaluation Committee Teacher members are not also members of a Curriculum Council.
5. Each Curricular Evaluation Committee will meet monthly between October and May inclusive, after Curriculum Councils have had their meetings. There shall be no release time for these meetings. The Superintendent will appoint a temporary chairperson. The Committee will evaluate reports submitted to them by each Curriculum Council, determine district-wide priority areas for curricular change, (including new textbooks) and establish a priority list for curricular change. This priority list will be submitted to the Superintendent for review, as the Committee continues to recommend whatever action in top priority areas can be done during the current year. Curriculum Committees can make recommendations in such areas as in-service training, textbook selections, summer curricular work for teachers, report card changes, and school district philosophy.



DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D

6. When a determination of first priority change has been made, the particular Curriculum Leader and/or the initiator in the discipline selected for the proposed change shall be invited to join the District Curricular Committee in its endeavors to improve curricular practice. If textbooks are part of a recommended change, the Curricular Council in one particular discipline involved will serve as Textbook Selection Committee and recommend proposed textbook changes to the Superintendent by January 1.
7. It is not the intent of this Article to obstruct internal curricular change arrived at by Building Administrators and their staffs. Rather it is intended that Elementary and Secondary Curriculum Committees assist and facilitate curriculum development by suggesting good curricular practice in each area. It is recognized that each school is unique, and that local curriculum must be modified to meet the needs of individuals in a particular setting.
8. In the event the Superintendent or the Board does not accept the Elementary/Secondary Curriculum Committee recommendations, the answer and reasons will be presented in writing to the Committee within three (3) weeks.
9. All new programs must present evidence of positive evaluation to the Elementary and/or Secondary Curriculum Evaluation Committee by May of the year following implementation to be considered for continuation.

ARTICLE XVI  
GRIEVANCE PROCEDURE

- A. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure.
- B. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order or regulation of the Board, may be processed as a grievance as hereinafter provided. If the grievance involves more than one school building, it may be initiated with the Superintendent or a representative designated by him.
- C. If a teacher does not file a grievance with the principal or other designated Board representative within ten (10) school days after the occurrence then the grievance shall be considered as waived. No grievance will be filed prior to September 20th of the current school year. If the problem which occurred between the opening of school and September 20th has not been resolved before September 20th, it may then be filed as a grievance by September 30th.

GRIEVANCE PROCEDURE - CONT'D.

D. Procedure:

STEP ONE: Within ten (10) school days after the occurrence of an alleged violation, misinterpretation, or misapplication of this Agreement, or any rule, order, or regulation of the Board, the teacher shall discuss the matter with his principal or supervisor either personally or accompanied by an Association representative, in an effort to resolve the issue. If the principal does not respond within five (5) school days of the date of the meeting, or if the teacher is not satisfied with the principal's disposition, he may commit the grievance to writing and proceed to Step Two.

STEP TWO: Within five (5) school days of the principal's disposition at Step One, or within twenty-five (25) school days after the occurrence of the alleged grievance if no disposition is received, the teacher or the Association may submit the grievance to the principal in writing, signed by the grievant and a representative of the Association. A standard form shall be available to the Association representative in each building. The principal shall endeavor to resolve the problem, and shall in any case make known his disposition to the grievant in writing by the tenth (10th) school day following receipt of the written grievance.

STEP THREE: If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days, the grievance shall be transmitted to the Assistant Superintendent for Personnel and Labor Relations within fifteen (15) school days of when the written disposition was or should have been made in Step Two. Within ten (10) school days the Superintendent or his Designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Association.

STEP FOUR: If the Association is not satisfied with the disposition of the grievance by the Superintendent/Designee or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of intent to arbitrate the grievance must be received by the Superintendent/Designee within sixty (60) school days of when the written disposition was or should have been received in Step Three. If within twenty (20) school days the parties cannot agree as to the arbitrator, he 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 the Agreement. He shall have no power to rule on the failure of the Board to reemploy any probationary teacher or the placing of a nontenured teacher on a third year of probation nor the failure to

## GRIEVANCE PROCEDURE - CONT'D.

reemploy in an extracurricular position any teacher who has served two (2) years or less in that position on the extra-curricular schedule listed in Appendix B 2 and B 3. Both parties agree to be bound by the award of the arbitrator.

- E. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Key persons directly involved in arbitration proceeding during school hours will not suffer loss of pay for such time spent away from classes.
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same, or its equivalent, in money, shall be paid to him.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. The term "school days" shall mean regular work days during summer recess. During summer recess, one (1) school day shall be counted as one (1) regular summer work day. Any days when the Central Office is closed shall not count as days in the grievance procedure. This provision shall not apply to the grievance procedure at Step One, Step Two, or Step Three, when the affected administrator is on summer vacation.
- H. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

## ARTICLE XVII MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All teachers in the bargaining unit, as a condition of continued employment, shall on or before the sixtieth (60th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later, shall either:
  - 1. Become members of the Association, or
  - 2. Pay to the Association a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act.

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS - CONT'D.

- B. 1. In the event teachers do not tender payment of dues and assessments of the Association, including the Michigan Education Association, and the National Education Association or service fees directly to the Association, each teacher shall execute a written authorization for such deductions from their pay.
2. The deduction of membership dues and assessments or service fees shall be scheduled with the payroll clerk by each teacher for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the Association, all monies deducted on its behalf, accompanied by a list of teachers from whom the deductions have been made.
- C. In the event a teacher(s) (covered by Section A) does not join the Association or tender their service fees to the Association (as provided in Section A and B above) the Association may request that the teacher's services be terminated by the Board in accordance with the following procedure:
1. Pursuant to the above paragraph, the Association will send written notice to the teacher that he/she has ten (10) days to tender dues, or service fee to the Association. Such written notice shall stipulate the amount of dues and/or service fees, and to whom such payment must be made. A copy of such notice must be sent to the Board.
  2. At the end of the ten (10) day period established in C 1, the Association will send written notice to the teacher that said teacher has not fulfilled his/her obligation and that a request for his/her termination is being made to the Board.
  3. If the Association has complied with the preceding steps, the Board of Education will take action at their next official School Board meeting to notify the teacher that failure to comply with the stated requirements of this Article will result in the termination of his/her employment. The Board will extend the opportunity for an open or closed hearing to the teacher prior to any official action.
  4. If the requirements are not satisfied by the teacher within ten (10) days from the date of hearing as stated in Section C 3 of this Article, the teacher shall be considered to be terminated.
  5. The Association, the Michigan and National Education Associations, shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS - CONT'D.

6. The Association shall, when the Board is sued individually or jointly, make available, competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Association.
  7. If any person paying service fees objects to any expenditure by the Association (including MEA or NEA) of any funds collected from him/her pursuant to this Article, such persons may present such objection to the Association. Any challenge to service fees shall not relieve the person of the obligation of paying the service fee or any portion thereof. 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.
- D. The Board shall continue to make payroll deductions upon receipt of written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE XVIII  
LEAVES OF ABSENCE WITH PAY

- A. Teachers will have eleven (11) days a year allotted as sick days, with two hundred fifty (250) days accumulation.
- B. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted upon notification to the Board office one (1) week prior to the anticipated absence, except in emergency situations, for the following reasons:
  1. a. Personal illness or a critical illness in the immediate family.
  - b. When emergency illness in the family requires a teacher to make arrangements for necessary medical or nursing care.
  - c. Attendance at own graduation to receive a degree, for such portion of the day as is necessary.
  - d. One day, unless travel warrants additional time, for attendance at the school graduation of a son, daughter, husband, or wife.
  - e. Time necessary for funeral of person whose relationship warrants such attendance.
  - f. Time necessary to adopt a child. This is limited to the use of the individual's own sick days to a maximum of six (6) weeks.

LEAVES OF ABSENCE WITH PAY - CONT'D.

2. a. Five (5) days shall be allowed for any business at the teacher's discretion. These days may not be used consecutively without the approval of the Superintendent/Designee. These days may not be used the day before or the day after a holiday or the first or the last week of school, without the approval of the Superintendent.

b. Consecutive personal business days may be used without the approval of the Superintendent/Designee for the following purposes:

(1) Moving

(2) Obligation to immediate family, such as attendance at a wedding.

(3) Marriage when employee is bride, groom, or member of the official wedding party.

(4) The closing on the purchase of property which necessitates more than one day due to the distance traveled.

(5) Legal proceedings

Other circumstances for consecutive business day usage may be approved by the Superintendent/Designee.

C. A teacher who is absent because of injury compensable under the Michigan Worker's Compensation law shall receive from the Board the difference between the allowance under the Worker's Compensation law and his regular salary for the duration of the school year, with no subtraction of sick leave.

D. Leaves of absence with pay, not chargeable against the teacher's allowance:

(1) Death Leave - up to five (5) days because of each death in the immediate family, beginning at the date of death and within one week after death. One day only will be allowed upon the death of a grandparent, grandchild, uncle, aunt, first cousin, niece or nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law. Immediate family defined: mother, father, mother-in-law, father-in-law, brother, sister, son, daughter and spouse.

(2) When a teacher is called for jury duty. Amount equal to jury pay to be deducted.

LEAVES OF ABSENCE WITH PAY - CONT'D.

- (3) Court appearance as a witness in any case connected with teacher's own employment or when subpoenaed to attend any proceeding.
- (4) Visitation at other schools and attendance at educational conferences or functions when approved by the Superintendent/Designee.
- (5) Time necessary to take the selective service physical examination.
- (6) Teachers selected by the Association, at the Board's request, to aid the School District in hiring new teachers.

E. Communicable Diseases

1. A teacher absent from work due to an outbreak in his/her school of mumps, scarlet fever, measles, chicken pox, scabies or lice, shall suffer no loss of compensation when contracting said disease, and shall not be charged with loss of sick leave days.
2. In the event the Board of Education authorizes the development or subsequent revision of Board Policies and/or Administrative Regulations dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, with notice and opportunity to bargain on said policies and/or regulations as they impact the working conditions and health and safety of teachers.

F. Routine health examinations and dental appointments should normally be scheduled outside the school day.

G. A teacher may use her sick leave days for disability due to pregnancy or childbirth, or medical condition related to pregnancy or childbirth.

H. Sick days shall be posted on paychecks twice a year, near the end of each semester.

I. It is understood that sick days or personal leave days should not be used to extend holiday period.

J. It is understood that an employee will not receive more than 100% of his/her regular base salary (salary as reflected in Appendix B Salary Schedule) amount from the Board and/or Board paid insurance programs. This does not preclude the employee from collecting other monies from damages, legal judgements, or settlements.

ARTICLE XIX  
LEAVES OF ABSENCE WITHOUT PAY

A. A general leave of absence, without pay, may be granted upon application to teachers who have successfully completed two (2) consecutive years of full time employment at the end of a school year, or at other times at the discretion of the Board. A leave may be granted for the following purposes which includes, but is not limited to:

1. Child care
2. Care for family member suffering physical or emotional illness or disability. A family member shall be defined as an I.R.S. deduction.

These leaves shall be for one (1) year and may be extended at the discretion of the Board. A teacher on a leave shall give written notice to the Superintendent/Designee on or before April 15th, of the school year prior to the expiration of the leave period of the teacher's intent to return, resign or request an extension of his/her leave. In the event such notice is not received, the Board has the discretion to interpret this lack of notification as a resignation, provided the individual has been informed of such Board action sent to the employee's last known address.

B. A leave of absence, without pay, shall be granted upon application to tenure teachers at the end of a school year, or at other times at the discretion of the Board. A leave shall be granted for the following purposes which includes, but is not limited to:

1. Study related to the teacher's licensed field.
2. Study to meet eligibility requirements for teacher certification other than that held by the teacher.
3. Research or special teaching assignment involving probable advantage to the school system. One regular salary increment occurring during such period shall be allowed.

A teacher will not use this leave to seek other employment or explore other career options without the approval of the Superintendent/Designee. In addition, the teacher shall provide the Personnel Office the following information: Proof of enrollment in courses by September 30th for the first semester and February 1st for the second semester, and proof of academic achievement each semester.

Failure to provide the above information will result in termination of the leave. Said termination will be effective no sooner than two (2) weeks from the date of the Board action in the matter. The Board will send notice of its action to the affected teacher within 24 hours by certified mail, return receipt requested.



LEAVES OF ABSENCE WITHOUT PAY - CONT'D.

These leaves shall be for one (1) year and may be extended at the discretion of the Board. A teacher on a leave shall give written notice to the Superintendent/Designee on or before April 15th, of the school year prior to the expiration of the leave period of the teacher's intent to return, resign or request an extension of his/her leave. In the event such notice is not received, the Board has the discretion to interpret this lack of notification as a resignation, provided the individual has been informed of such Board action sent to the employee's last known address.

- C. A leave of absence of up to one (1) year may be granted to any tenure teacher upon application for the purpose of participation in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs; the Peace Corps, Teachers' Corps or Job Corps, as a full-time participant in such programs. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period providing a position is available for which he is certified and qualified. Failure to notify by April 15th of availability for the following year will result in loss of reinstatement rights.
- D. A leave of absence shall be granted a teacher who is inducted for one period of enlistment in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.
- E. Tenure teachers who are officers of the Professional Association, or who are elected to its offices, shall, upon proper application, be given leaves of absence without pay for the purpose of performing duties for the Association, but shall receive appropriate credit toward annual salary increment on the salary scheduled. Tenure teachers appointed to the Association's Staff shall be given up to three (3) consecutive one (1) year leaves.  
  
Teachers on Association Leave prior to September 1, 1988 shall be Grandfathered under the contractual language that existed at the time the leave was granted.
- F. A leave of absence shall be granted to any teacher prior to the beginning of, or at the conclusion of the school year upon application, for the purpose of campaigning for, or serving in a public office.
- G. 1. A maternity leave, without pay, shall on request be granted for a minimum of one (1) year. A maternity leave may begin at any time during pregnancy or at the end of a medical disability caused by pregnancy, childbirth or a medical condition related to pregnancy or childbirth. The leave must terminate at the beginning of a school year. If it is mutually agreed between the parties, the leave may be for less than one (1) year, at the teacher's option and request.

LEAVES OF ABSENCE WITHOUT PAY - CONT'D.

2. a. The employee requesting such leave shall notify the Superintendent/Designee in writing, at least ninety (90) days prior to the beginning date when the maternity leave will begin during pregnancy, except in case of an emergency.
  - b. Employees whose leaves will begin at the end of their medical disability shall notify the Superintendent/Designee in writing, at least ninety (90) days prior to their expected delivery date of their intent to take a leave beginning at the end of their medical disability.
  - c. The notification to the Superintendent/Designee shall be accompanied by her Physician's statement that there is no reason why the teacher cannot continue to perform her services until the beginning date of the leave. The Board reserves the right to require additional medical evidence from the pregnant teacher in the event that a questions arises as to the ability of the teacher to perform her required job functions.
3. A teacher on a maternity leave shall give written notice to the Superintendent/Designee on or before April 15th of the school year prior to the expiration of the leave period, of the teacher's intent to return, resign or extend his/her leave. In the event such notice is not received, the Board has the discretion to interpret this lack of notification as a resignation, provided the individual has been informed of such Board action sent to the employee's last known address.
  4. Upon request, a renewal of a maternity leave shall be granted. Any further extension of a maternity leave may be granted at the will of the Board.
  5. A teacher will become eligible to return from maternity leave upon filing of a physician's statement that she is physically fit for full time employment. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
  6. In the event of a miscarriage prior to the start of a maternity leave, the sick leave provisions of Article XIX J shall apply.
  7. A teacher adopting a child shall be granted a leave as described herein.
- H. A short term leave, not to exceed one semester, shall be granted to a teacher requesting such leave. During this leave time the Board may fill this position with a substitute teacher. Upon return from this leave the teacher shall be placed in the same position he/she occupied prior to the leave.

LEAVES OF ABSENCE WITHOUT PAY - CONT'D.

1. A short term leave cannot overlap one semester into another, i.e., any month or months in the first semester and ending sometime in the second semester.
  2. Short term leaves cannot be extended for additional periods of time.
  3. A teacher shall not take more than one short term leave during a school year.
  4. A three (3) week notice except in emergency situations, must be provided before the Administration will honor a Short Term Leave application.
- I. A teacher granted a leave in this Article, shall return to the Salary Schedule, receiving full increments for service up to the time of leave.
- J. Any teacher whose personal illness extends beyond the period compensated under Article XVIII shall be granted a leave of absence not to exceed one (1) year.
- K. Upon return from a leave, a teacher shall, if possible, be assigned to the same position. Should this not be possible, the teacher shall be appointed to a position for which he/she is certified and qualified.
- L. Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence:
1. Salary increments shall not accrue.
  2. Sick leave days shall not accrue, but unused sick days held at the start of the leave shall be reinstated upon return.
  3. Other fringe benefits shall not be paid (hospitalization, life insurance, etc.).
  4. Time spent on an unpaid leave cannot be added to the employee's seniority.

Family and Medical Leave Act

For information regarding Family and Medical Leave, please refer to the FMLA Letter of Understanding on pages 91-92.

ARTICLE XX  
SICK LEAVE BANK

- A. The Board will cooperate in the operation of a Sick Leave Bank.

SICK LEAVE BANK - CONT'D.

- B. Each teacher enrolling in the Bank will donate one (1) of his/her sick leave days to the Bank which will be added to the current balance until the Bank exceeds the contribution point of six hundred (600) days. Then no further donations will be required that year. Teachers new to the district and teachers not enrolled the previous school year shall be permitted to join the Sick Leave Bank within thirty (30) days of employment or start of the school year, by donating one (1) day of their own sick leave days to the Bank.
- C. In the event the Sick Leave Bank balance is below the contribution point at the beginning of the school year, (first day of school), all teachers participating in the Bank shall donate one (1) day of their own sick leave days to the Bank.
- D. When applying for days from the Sick Leave Bank, verification must be obtained from the Payroll Department that thirty (30) consecutive working days have elapsed since onset of the absence. Reasonable proof of disability/illness shall be provided by the teacher to the Association and a copy shall be sent to the Board for its records. Reasonable proof shall include a detailed diagnosis and prognosis for return.
- E. Teachers may draw from the Bank the number of days necessary to satisfy the waiting period for Long Term Disability. The first thirty (30) consecutive working days (as in Section D) of illness or disability will not be covered by the Bank but must be covered by the person's own accumulated sick days or absence without pay. The thirty (30) consecutive working day period to enter the Bank shall be waived for a recurring illness or disability. Days used from the Bank need not be replaced.
- F. The Sick Leave Bank will be controlled by the Association Sick Bank Committee.
- G. The Association will collect Sick Bank authorization cards that must be forwarded to the Board no later than thirty (30) days after the teachers commence employment for each school year. This authorization by individual teachers will remain in effect unless revoked by the individual teacher.
- H. The days contained in, or contributed to, the Sick Leave Bank will accumulate from year to year.
- I. The Association agrees, upon request, to defend the Board of Educations, its officers, agents or employees in any suit brought against all or any of them regarding this Article of the Collective Agreement, and to indemnify the Board, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them regarding this Article of the Collective Agreement, provided, however, that:

SICK LEAVE BANK - CONT'D.

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of the Board, its officers, employees or agents, provided, however, that such negligence, misfeasance or malfeasance took place after the execution of this Agreement.
2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.
3. If the Board, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the Board, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
4. The Association, in defense of any such suit, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
5. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the Board, its officers, employees or agents under this section, after consultation with the Board.

ARTICLE XXI  
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 individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship, indoctrination, and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. No limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, and the physical and biological world and other branches of learning; subject only to accepted standards of educational responsibilities, and the realization that teaching in an elementary or a secondary school places special responsibility on

ACADEMIC FREEDOM - CONT'D.

the teachers to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.

- C. Academic freedom in teaching will be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum, administrative directives, and school policies. The teacher is expected to teach the students in the best manner of which he/she is capable.
- D. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples, the basic objectives of a democratic society. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.
- E. The right of teachers and students to participate in the process of education free from disruptive outside influences shall be protected by the Board of Education.

ARTICLE XXII  
SABBATICAL LEAVE

A. Purpose

In order to provide opportunities for maximal professional improvement, candidacy for Sabbatical Leave shall be available to teachers for:

- 1. Formal full-time study at a recognized college or university.
- 2. Travel
- 3. Research
- 4. Writing, and
- 5. Other reasons as determined by the Committee.

B. Eligibility to Apply for Consideration

- 1. An applicant must possess a Michigan Life, Permanent, Continuing or Professional Education Certificate (with 18 semester hours or equivalent in Continuing Education Units or a combination thereof) and must have accrued seven (7) consecutive full years of teaching service in the Chippewa Valley School District.
- 2. Applicants must not have received a Sabbatical Leave during the seven (7) years immediately preceding any application.
- 3. Each applicant must agree to return to service in the Chippewa Valley School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three (3) years unless physical disability makes

SABBATICAL LEAVE - CONT'D.

this impossible, or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid to him during Sabbatical Leave, determined by the fraction of the three (3) years not served following the leave.

4. Applicants shall not be within three (3) years of full retirement or Social Security Benefit Age.

C. Application

1. A written application shall be made to the Screening Committee for Sabbatical Leave on or before March 1st of each year.
2. The application shall include:
  - a. Plans for the use of the Sabbatical Leave.
  - b. An explanation of the plan's potential for increasing the applicant's professional competence.
  - c. An explanation of how the leave will benefit the system.
  - d. Such other information as may be necessary as determined by the Committee for Sabbatical Leave, and the Board.

D. Screening

1. The Screening Committee for Sabbatical Leave shall consist of one Elementary Principal and One Secondary Principal appointed by the Superintendent, a teacher appointed by the Association, and the President of the Association. The Committee shall be chaired by the Superintendent who will vote only in the event of a tie.
2. The Screening Committee will prepare a priority listing of eligible candidates and recommend names for Sabbatical Leave appointments. Provided there are qualified candidates, up to, but not to exceed ten (10) teachers currently employed may be recommended for the consideration of the Board of Education.
3. The Screening Committee will consider:
  - a. Assured eligibility of the applicant.
  - b. The proposed Leave's potential for contributing to the applicant's professional growth.
  - c. Benefit to the school district.

SABBATICAL LEAVE - CONT'D.

- d. Other pertinent factors as may be established by the Screening Committee.
4. The Board of Education shall grant Sabbatical Leave to one teacher provided the candidate qualifies and is recommended by the Screening Committee.

E. Compensation

1. While on Sabbatical Leave, a teacher shall receive salary according to the following:

\$1,250.00 per year (\$625.00 per semester), plus an amount equal to the difference of the salary (excluding pay for any additional duties or assignments such as Coaching, Department Heads, or any other) he/she would receive in active status, and the salary of a beginning degree-certified teacher. It is understood said individual will not receive more than 50% of the top step of the Master's Degree with certification and no additional hours.

Sabbatical Leave salary will be adjusted downward on the basis of cash awards, fellowships, etc., received to the extent that total compensation from such would exceed the teacher's base salary.

2. A teacher on Sabbatical Leave shall continue to receive paid hospitalization as per the Master Agreement on the same basis as a teacher in the classroom.
3. Accumulated sick leave shall be retained.
4. Pay checks will be mailed on the regular pay days and to that address provided by the teacher.
5. Only those benefits listed herein apply to Sabbatical Leave grantees.

F. Miscellaneous Administrative Provisions

1. Sabbatical Leave may be for a portion of the year, but may not exceed a full school year.
2. A teacher on Sabbatical Leave may not deviate from his approved plan except with the written permission of the Superintendent.
3. Sabbatical Leave will be automatically terminated should the grantee be placed upon probationary status by his college or university.



SABBATICAL LEAVE - CONT'D.

4. As may be determined by the Screening Committee for Sabbatical Leave, any intentional falsification of information by the teacher in the application, or other reports required as a part of Sabbatical Leave, will subject the leave to termination.
  5. Upon return to teaching from Sabbatical Leave, the teacher shall be positioned on the salary schedule as though he/she had been employed as a teacher during the period of Leave and shall be restored to his/her former position if possible, provided that the employee remains eligible for reinstatement under other rules and regulations of the Board.
- G. Reports Required on Sabbatical Leave
1. An employee on Sabbatical Leave shall report to the Superintendent as follows:
    - a. An interim report shall be filed at the midpoint of the period for which the Leave is taken. This report shall contain sufficient information to enable the Superintendent to determine that the Leave is being utilized in the approved manner.
    - b. A final report shall be filed with the Superintendent including the names of the institutions attended, courses pursued, credits received, experience gained, or the itinerary of travel, together with the applicant's appraisal of the professional value of the activities while on Leave and the manner in which the knowledge and experience gained may be applied to the benefit of the School District.
    - c. The Superintendent may require, and the employee shall promptly furnish, such additional reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the Leave. In the event that the Superintendent and the Screening Committee for Sabbatical Leave shall find that the employee is not fulfilling the agreement, or is dilatory in any respect, the amount received from the Board for the agreement shall immediately become due and all future payments may cease.

ARTICLE XXIII  
INSURANCE PROTECTION

A. HEALTH INSURANCE

1. Each teacher covered by this Agreement shall be eligible to receive hospital and surgical insurance benefits under the Blue Cross/Blue Shield MVF II, Master Medical Option IV with the FAE-RC and Preferred Prescription Drug Program (\$5 Co-Pay) riders and additional riders as described in Appendix C "Description of Traditional Chippewa Valley Teacher Blue Cross/Blue Shield Health Care Insurance Program." (Traditional Chippewa Valley Teacher Blue Cross/Blue Shield Plan.)
2. A member may choose, as an alternative to the Traditional Chippewa Valley Blue Cross/Blue Shield Plan, to have a Blue Cross/Blue Shield Preferred Provider Option Plan (Chippewa Valley Teacher PPO) for hospital and physician services, laboratory services, and prescription plan identical to the Blue Cross/Blue Shield Plan described above with the following additions to coverage:

The Preferred Provider Option Plan (Chippewa Valley Teacher PPO) provides 100% reimbursement of reasonable and customary charges to physicians for covered services once the deductible has been met. Home, office and outpatient visits and outpatient consultations personally performed by a physician are covered. The following additional services are included:

- (a) Well-baby care for children up to one (1) year old.
- (b) Immunizations for children to age six (6).
- (c) Allergy testing paid at 100%.
- (d) Medical emergency treatment.

The only exception to the Traditional Chippewa Valley Teacher Blue Cross/Blue Shield Plan is that the Blue Cross/Blue Shield Preferred Provider Option (Chippewa Valley Teacher PPO) is not compatible with medicare.

3. The Board shall pay the cost of the Blue Cross/Blue Shield plans above.

If during the life of this agreement a Government Insurance Plan affects the benefits described in Article XXIII, the parties agree to negotiate its impact. If a plan is mandated, which reduces the benefits described in this agreement, the Board and the Association agree to negotiate the impact on the members.

INSURANCE PROTECTION - CONT'D.

B. OPTIONS TO HEALTH INSURANCE

Employees not wishing health care protection may apply the equivalent of an individual employee's Traditional Chippewa Valley Teacher Blue Cross/Blue Shield plan (paragraph A 1) premium toward the following options:

1. Dependent Term Life Insurance
2. A cash payment in compliance with Article XXVI, paragraph R.

C. PART TIME EMPLOYEE OPTIONS

Teachers employed on a part time basis may apply a percentage of the actual dollar cost of an individual employee's Traditional Chippewa Valley Teacher Blue Cross/Blue Shield plan (paragraph A 1) premium toward any of the following:

1. Blue Cross/Blue Shield Plan (paragraph A)
2. A cash payment of \$32.00 per month in compliance with Article XXVI, paragraph R.
3. Dependent Term Life Insurance

This percentage shall be equal to the percent of the teaching load for which they have been employed.

D. LIFE INSURANCE

1. The Board agrees to provide term life insurance in the amount of \$75,000 for school year 1996/97 and thereafter. In the event of accidental death, the insurance will pay double the specified amount. In the event of accidental dismemberment the insurance will pay according to the schedule. The Board retains the right to select the carrier.
2. The Board agrees to offer, at the employee's expense, dependent life insurance for the employee's spouse and each dependent child.

E. DENTAL INSURANCE

1. For those members of the bargaining unit who are not covered by other dental insurance, the Board will provide a dental insurance plan with Delta Dental Plan "Auto + " with Orthodontic Rider or equivalent coverage. The Board retains the right to select the carrier. There shall be a combined maximum of \$1,300 on Class I and II benefits per year. The Orthodontic Rider shall specify a lifetime maximum of \$1,800 on Orthodontic coverage at 90% of reasonable and customary fees.

## INSURANCE PROTECTION - CONT'D.

2. For those members of the bargaining unit who are covered by other dental insurance (including District provided insurance) the Board will provide Delta Dental Plan C with Orthodontic Rider or equivalent coverage with internal and external coordination of benefits as the basis for minimum coverage. The Board retains the right to select the carrier. There shall be a combined maximum of \$1,000 on Class I and II benefits per year. The Orthodontic Rider shall specify a lifetime maximum of \$1,200 on Orthodontic coverage at 50% of reasonable and customary fees.
3. Any changes in benefits provided in the above mentioned plans in 1 and 2 above after September, 1990, must be mutually agreed to by the Parties.

### F. LONG TERM DISABILITY

The Board shall provide a Long Term Disability Plan which will guarantee  $66 \frac{2}{3}\%$  of an employee's salary up to a maximum of \$3,800 per month for the 1996/97, 1997/98, 1998/99, 1999/2000 school years after a waiting period of 120 calendar days. Such policy shall include recurrent disability, rehabilitation, two-year own occupation, and social security freeze provisions. The Board will pay the full premium cost and the Board shall select the carrier.

While on Long Term Disability the Board shall provide only health insurance, as long as the teacher was enrolled in Chippewa Valley Health Insurance at the time they became disabled. It will be provided in the following manner:

1. Teachers who have served in the district for one to five (1-5) years shall receive six (6) months of Board paid health insurance benefits.
2. Teachers who have served in the district for over five (5) years but less than ten (10) years shall receive twelve (12) months of Board paid health insurance benefits.
3. Teachers who have served in the district for ten (10) or more years shall receive eighteen (18) months of Board paid health insurance benefits.

### G. VISION PLAN

The Board will provide teachers optical insurance. The basis for coverage shall be the M.E.S.S.A. VSP-3, or equivalent coverage. The Board retains the right to select the carrier. When both spouses work in the District as teachers, the Board shall be obligated to pay only one premium. Any changes in benefits provided in M.E.S.S.A. VSP-3 after September, 1990, must be mutually agreed to by the parties.

INSURANCE PROTECTION - CONT'D.

- H. The insurance benefits provided in this section shall begin when the teacher has properly completed the necessary forms and actually begins (continued) employment. The Board's responsibility to pay premiums on such insurance shall terminate when the teacher's employment is terminated or when the teacher is on a leave of absence without pay, except as specifically provided for elsewhere in this Agreement. The Board shall be responsible for providing all necessary forms.
- I. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits eligibility and termination of coverage and other required matters except as provided by Federal and/or State Law.
- J. The Board, by payment of the premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described.
- K. Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in this Article shall commence on the first working day of teachers and that coverage shall be paid for by the Board continuously for the duration of the Agreement as long as the teacher is employed by the Board. The parties agree that benefits earned during the school year shall be provided for the full year.

ARTICLE XXIV  
SCHOOL CALENDAR

- A. 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 temporarily because of weather conditions, teachers are not required to report to their buildings. Sick or business days shall not be deleted from a teacher's yearly allowance for such school closings.
- B. For the term of this agreement, the school calendar shall be as set forth in Appendix A. There shall be no deviation from, or change in, the school calendar except by mutual agreement of the Board and the Association. This calendar is subject to the rules and regulations of the Department of Education regarding student instruction days for State Aid. If any adjustment becomes necessary, it will be mutually agreed upon by the Association and the Board.
- C. It is agreed that, in the event the Board is unable, prior to June 17, 1997, June 17, 1998, June 17, 1999, or June 15, 2000, to schedule the annual days of instruction as required by law to qualify for full state aid, regardless of the cause of such inability, the Board and the Association will schedule additional student instruction days prior to or subsequent to such date as

SCHOOL CALENDAR - CONT'D.

may be needed to meet the legal requirements, without additional compensation to the teachers.

ARTICLE XXV  
COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix "B," which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement:

Teachers shall select one (1) of the following options:

1. 26 pays
2. 26 pays with the last six (6) in a lump sum payment on the last pay day of the regular school year.
3. 21 pays

The teachers must inform the payroll office of the option they choose on forms provided at least two weeks prior to the first pay day.

Teachers choosing Option 1 will have the obligation to give the payroll office notice of their summer address two (2) weeks prior to the final day of school.

Starting with the 1979-80 school year, if a teacher has been employed at least forty-six (46) working days of a semester, experience credit for the semester will be granted.

The Board will establish a Salary Reduction Plan. It is the intention of the Board and the Association that this plan qualify as a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1986.

The allowable benefits under this plan include dependent care assistance as defined in Section 129 of the Internal Revenue Code.

A committee composed of two (2) administrators and two (2) teachers who were on the 1990 bargaining team will meet to implement this plan. The plan will go into effect on January 1, 1991.

- B. No teacher shall be given excess credit for teaching experience unless it has been earned by actual teaching experience under contract, except as in C and F below. Teachers may be given credit for outside teaching experience at the time they are employed by the School District. The determination of whether or not to grant teaching experience credit is vested with the Board/Designee.

COMPENSATION - CONT'D.

- C. Teachers possessing Vocational Certification or Occupational Education Certificate will be paid on the Vocational track if they teach at least two (2) hours in vocational education. Teachers who receive annual authorization to teach vocational education courses will be placed on the B.A. + certification track. The Board may give credit on these schedules for outside non-teaching experience for teachers hired to teach vocational education courses for up to a maximum of eleven years. Once a teacher has been placed on the salary schedule, he shall not file a grievance relating to such placement. A teacher with an elementary or secondary teaching certificate will be placed on the M.A. or higher track if their degrees warrant such placement. The Board will notify the Association of the teachers hired into the Vocational Technical program and their placement on the salary schedule. The Board will give its rationale in writing for the placement of any teacher for outside related non-teaching experience. The Superintendent's decision is final provided it is not arbitrary, capricious or without rational basis in fact. Teachers shall not, subsequent to their hiring, file a grievance relating to their placement on the salary schedule. The Association may file a grievance if the placement of a teacher above the Vocational track is arbitrary, capricious or without rational basis in fact.

Teachers under contract for the 1979-80 school year who are assigned in the future, and are qualified as above, shall be given a minimum of one (1) year additional credit on the salary schedule only for the year they are assigned to the above Vocational Technical programs.

- D. Teachers contracted for supplemental extra duty assignments set forth in Appendixes B-1 and B-2, which are attached to, and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All such teachers shall be compensated in accordance with the provisions of this Article and the annexed Appendixes without deviation. Any teacher paid above said Schedule shall forfeit like amount until the coverage has been repaid. Any teacher paid below said schedule hereinafter shall be reimbursed like amounts until the underage has been repaid. The method of payment shall be mutually agreed upon by both parties.
- E. Teachers authorized mileage payment in the course of their work shall receive twenty-two cents (.22) per mile.
- F. Active, full time duty in the military service for two (2) years or more, will count as one year for credit allowed on the salary schedule within the credit allowance for experience prior to employment within the District.

COMPENSATION - CONT'D.

- G. After a teacher has served in the School District for fifteen (15) years, he/she will receive a salary increase of \$1,200.

16th to 20th year - \$1,200  
21st to 25th year - \$2,300  
26th to 30th year - \$3,400  
31st to 35th year - \$4,500  
36th to 40th year - \$5,600

Thereafter, for each additional five (5) years of service, he/she will receive an additional salary increase of \$1,200.00.

- H. In recognition of services to the School District, a payment of \$1,000.00 will be paid to a teacher who notifies the District by the end of the first semester of his/her intent to retire at the end of the school year. This payment shall be added to the teacher's salary and paid out evenly over the remaining pay periods of the school year. If a teacher retires within the school year, he/she shall receive the \$1,000.00 payment in a lump sum.
- I. Upon approval of Central Administration, Industrial Arts, Art, Physical Education, Home Economics, and Laboratory Science teachers may be allowed to work up to 30 hours of extra time per year at a rate of ten (\$10.00) dollars per hour in organizing and performing other nonacademic duties involved in teaching their subjects. Requests for such payment must be submitted to the Building Administration on regular payroll forms.
- J. Upon approval of Central Administration, co-op placement teachers will receive \$125.00 for extra summer work in locating jobs for co-op students. In addition, the teacher will receive \$20.00 per pupil for each pupil placed in a job to a maximum of \$500.00.

Co-op Placement Teacher (defined by Michigan Vocational Guidelines as the Co-op Coordinator)

1. Chippewa Valley High School and Dakota High School will have one (1) Co-op Placement Teacher serving all Co-op Programs. Released class periods allocated for coordination of the Co-op programs will be determined by the State of Michigan Vocational Guidelines. If the number of students in the Co-op Program exceeds the maximum number of students as determined by the State of Michigan for five (5) periods, then an additional full or part-time position will be added.
2. The Co-op Placement Teacher(s) will meet with each student no less than two (2) times each month for appropriate discussion.
3. The Co-op Placement Teacher position will be posted for initial placement beginning with the 1994/95 school year and when subsequent openings occur.



COMPENSATION- CONT'D.

4. The Co-op Placement Teacher(s) is responsible to establish and maintain community partnership relations to assure the continuing availability of co-op placement opportunities.
  5. Upon approval of the Director of Technology Education, Co-op Placement teachers will receive \$125.00 for extra summer work in locating jobs for co-op students. In addition the Co-Op Placement teacher(s) will receive \$20.00 per student for each student placed in a job to a maximum of \$500.00.
- K.
1. All teachers will have the option of receiving supplementary salaries or salaries for extra duty:
    - a. at the end of the school year, or
    - b. when activity is completed.
  2. Pay days shall be alternate Fridays.
  3. Professional dues shall be deducted from the first pay of each month and insurance premiums (if applicable) shall be deducted from the second pay of each month.
  4. High School Counselors' contracts for 43 weeks.
  5. Middle School Counselors for 42 weeks.
- L. Pursuant to the authority set forth in Public Act 136 of the Public Acts of 1945, as amended by Public Act 244, of the Public Acts of 1974, the Board agrees to pay the employee's contribution to the State of Michigan Public Employees Retirement System.
- M. All intermediate track salary adjustments and salary adjustments for the awarding of a degree shall be made at the beginning of each semester, providing that written verification from the educational institution that such degree or credits have been successfully completed is received by the Personnel Office prior to November 1st, for the first semester and prior to March 1st for the second semester.
- N. VOLUNTARY RETIREMENT SUPPLEMENT

A full time, tenure teacher currently working in the District is eligible for a voluntary retirement supplement from the Board if he/she is on the top step of the salary schedule, and has taught in the Chippewa Valley Schools for any seven (7) consecutive years prior to the date of his/her retirement. For the purpose of this provision, a teacher who is absent without pay for more than fifty (50) days in a school year would not receive credit for that school year.

## COMPENSATION- CONT'D.

In the event that a person leaves and subsequently returns to the bargaining unit he/she must requalify for the time period for the voluntary retirement supplement -- any seven (7) consecutive years after his/her return to the bargaining unit.

The supplement will be paid on a monthly basis and will begin after severance of active employment with the school district. The supplement shall be \$335.00 per month from the date of retirement until the month in which the teacher is eligible for Social Security benefits, up to a maximum of seven (7) calendar years, or eighty-four (84) months. No further supplement will be paid after the death of said teacher except for the month in which the death occurs.

To be eligible for this program a teacher must have applied for and been accepted for benefits under the Michigan Public School Employees Retirement System and cannot apply for nor draw unemployment compensation.

Each teacher applying for and receiving a voluntary retirement supplement will receive hospitalization, dental, vision and life insurance paid by the Board through September of the year in which the retirement occurs, provided such coverage is permitted by the insurance carrier.

Teacher's retiring due to a medical disability which qualifies for retirement benefits from the Social Security Administration, the Michigan Public School Employees Retirement System, Worker's Compensation, and Board or other Disability Insurance, are not eligible to qualify for benefits under this plan.

Problems involving the implementation of this plan will be solved by a committee composed of two (2) teachers selected by the Association and two (2) Administrators selected by the Superintendent/Designee. These issues are not subject to the Grievance Procedure. The extension of the voluntary retirement supplement at the end of this contract will be determined by the parties on a mutually agreeable basis.

- O. Upon retirement, a teacher with more than fifty (50) days in his/her personal sick leave accumulation shall be paid at the then current substitute daily rate for each day of personal sick leave accumulation beyond fifty (50) up to a maximum of two hundred (200) days.

## ARTICLE XXVI MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector device shall be used in any investigation of any teacher.

MISCELLANEOUS PROVISIONS - CONT'D.

- B. This agreement shall constitute 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 a written and signed amendment to this Agreement.
- C. Any individual contract between the Board and an individual teacher heretofore executed shall be 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 and subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement during its duration, the Agreement shall be controlling. The Association may, upon request, review any individual contract.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement shall be incorporated into, and be considered part of the established policies of the Board.
- E. If any provisions of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect for the duration of this Agreement.
- F. Copies of this Agreement and any amendments shall be duplicated at joint expense of the Board and the Association and presented to all teachers now employed, or hereinafter employed. The Association shall receive at least one-hundred-fifty (150) additional copies for its use.
- G. In the interest of good employee relations, conferences between principals and teachers are encouraged.
- H. Buildings shall continue to be adequately maintained and serviced.
- I. Time lost by a teacher as a result of a suspension shall be dealt with as indicated in Article IV, paragraph 38, 103 Section III, of the Michigan Teacher Tenure Act of 1965, if applicable.
- J. There may be established under this Article a closed forum, hereinafter called "Special Conference." It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations. Arrangements for the conference shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference; the agenda shall be presented at the time the conference is requested. The Committee shall consist of two (2) teachers employed by the Chippewa Valley School District, who will be appointed by the Association, and two (2) members of the Administration selected by the Superintendent/Designee.

MISCELLANEOUS PROVISIONS - CONT'D.

- K. School Social Workers, Psychologists and Vocational Education teachers not eligible to earn tenure who have successfully completed the number of consecutive years of full time employment necessary for tenure as defined by the Michigan Teacher Tenure Act shall be eligible for benefits reserved for tenure teachers in this contract. They shall be eligible to apply for Sabbatical Leave (Article XXII) if they meet all credit hour and teaching requirements for Continuing Certification and have met the education requirements for Continuing Certification through eighteen (18) semester hours, the equivalent in State Board Continuing Education Units, or a combination of the two.
- L. All employees shall be given the choice of a skin test or X-ray to determine their freedom from Tuberculosis. In the event a skin test is positive, the Employer shall require the Employee to submit to an X-ray examination and present evidence either negative or positive results to the representative of the Board.
- M. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior discussion with the Association.
- N. The Board and Association agree that the regular school day will start not earlier than 7:00 a.m. nor later than 9:00 a.m. If either party proposes to alter these times, it is agreed that the parties will negotiate adjustments in starting times.
- O. The Association shall have the right to appoint a bargaining unit member to serve on the Central Administrative Budget Committee.
- P. The Association shall be provided with a copy of the Board packet as required to be furnished under the Freedom of Information Act prior to the Board of Education meeting for which the packet was prepared. The Association shall receive this packet no later than the close of business the day prior to the scheduled Board meeting.
- Q. In order to properly inform the staff concerning the dollars available for instructional needs within a school, the building administrator will conduct an open staff meeting before the end of the current school year or as soon as the budget is established for the purpose of reviewing the next year's budget, including rationale.
- R. Upon ratification of this agreement, the Board shall adopt a qualified plan document which complies with the new requirements of Section 125 of the Internal Revenue Code with regard to a payment in lieu of health insurance benefits. Said plan document shall be approved by the Association. All costs relating to the implementation and administration of the plan shall be borne by the Board.

ARTICLE XXVII  
NEGOTIATIONS PROCEDURES

- A. Terms and conditions of employment provided in this Agreement shall remain in effect for the life of the Agreement unless altered by mutual consent in writing between the Parties.
- B. Beginning not earlier than March 1st of the calendar year in which this Agreement expires, the teacher Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herewith, in a good faith effort to reach agreement concerning teachers' salaries, and other conditions of their employment. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the teacher Association.
- C. While no final agreement shall be executed without ratification by the Association and the Board, the Parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXVIII  
ENTIRE AGREEMENT

This agreement supersedes all previous agreements, verbal or written, between the Parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXIX  
WAIVER

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 subjects of collective bargaining, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Association for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered in, or outside this Agreement, even though such subject or matter may not have been within the knowledge of either of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXX  
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1996 and shall continue in effect until August 31, 2000. This agreement shall not be extended orally and it is especially understood that it shall expire on the date indicated.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives on this 4th day of September, 1997.

MEA-NEA LOCAL 1

BY: *Lu Battaglieri*  
Lu Battaglieri, Its President

BY: *Joseph Oliverio*  
Joseph Oliverio, Its Local  
Unit President and Co-Chief  
Negotiator

BY: *Maryanne Levine*  
Maryanne Levine, Its Local  
Unit Vice President and  
Co-Chief Negotiator

Members of the MEA-NEA Local 1  
Chippewa Valley Negotiating Team

*Jerry Allen*  
Jerry Allen, Chippewa Valley

*Walt Andriaschko*  
Walt Andriaschko, Chippewa Valley

*Michelle Curtis*  
Michelle Curtis, Local 1

*Joellen Ellis*  
Joellen Ellis, Local 1

*Mark Madorski*  
Mark Madorski, Chippewa Valley

*Barbara Peckham*  
Barbara Peckham, Chippewa Valley

BOARD OF EDUCATION

*George Fitzgerald*  
George Fitzgerald, Its President

*Denise Aquino*  
Denise Aquino, Its Secretary

*Debra C Wangrud*  
Debra Wangrud, Its Chief Negotiator

Members of the District Negotiation  
Team

*James J. Rivard*  
James J. Rivard, Superintendent

*J. Scott Burns*  
J. Scott Burns

*D. Allan Diver*  
D. Allan Diver

*Gerard A. Evanski*  
Gerard Evanski

\_\_\_\_\_  
Ronald J. Haas

*Patricia Kennedy*  
Patricia Kennedy

\_\_\_\_\_  
H. W. Roush

**APPENDIX A1**  
**SCHOOL CALENDAR 1997-1998**

SEPTEMBER 2	Teacher Association Meeting (A.M.) Teachers Report to Buildings (P.M.)
SEPTEMBER 3	Classes Begin
NOVEMBER 27, 28	Fall Break
DECEMBER 19	Holiday Break begins at the end of the day
JANUARY 5	Classes resume
JANUARY 23	End of First Semester: Students (A.M.) - (92 days) Records (P.M.)
FEBRUARY 13	Mid-Winter Break begins at the end of the day
FEBRUARY 23	Classes resume
APRIL 9	Spring Break begins at the end of the day
APRIL 20	Classes resume
MAY 25	Memorial Day - No School
JUNE 17	Last Day of school: Students (A.M.) Teachers All Day
JUNE 18	Records Day*

Dates for the following will be determined by a sub-committee of not more than three (3) administrators and three (3) teachers:

Parent-Teacher Conferences (2 half-days and 2 evenings per semester). The Friday following evening conferences will be A.M. only for students. Teachers will receive compensatory time in the P.M. on this day (one-half (1/2) day compensatory time per semester). The evening Parent-Teacher Conferences will be scheduled so no level (elementary, middle, high school) will have conferences on the same night.

In-Service (1 half-day each semester; one full day)

184 Teacher Days/181 Student Days

\*Records Day as per current Memo of Understanding - Honors Records Day

**APPENDIX A2**  
**SCHOOL CALENDAR 1998-99**

AUGUST 31	Teacher Association Meeting (A.M.) Teachers Report to Buildings (P.M.)
SEPTEMBER 1	Classes begin
SEPTEMBER 3	Labor Day Break begins at the end of the day
SEPTEMBER 8	Classes Resume
NOVEMBER 26, 27	Fall Break
DECEMBER 18	Holiday Break begins at the end of the day
JANUARY 4	Classes resume
JANUARY 22	End of First Semester: Students (A.M.) - (91 days) Records (P.M.)
FEBRUARY 12	Mid-Winter Break begins at the end of the day
FEBRUARY 22	Classes resume
APRIL 1	Spring Break begins at the end of the day
APRIL 12	Classes resume
MAY 31	Memorial Day - No School
JUNE 17	Last Day of school: Students (A.M.) Teachers All Day
JUNE 18	Records Day*

Dates for the following will be determined by a sub-committee of not more than three (3) administrators and three (3) teachers:

Parent-Teacher Conferences (2 half-days and 2 evenings per semester). The Friday following evening conferences will be A.M. only for students. Teachers will receive compensatory time in the P.M. on this day (one-half (1/2) day compensatory time per semester). The evening Parent-Teacher Conferences will be scheduled so no level (elementary, middle, high school) will have conferences on the same night.

In-Service (1 half-day each semester; one full day)

184 Teacher Days/181 Student Days

\*Records Day as per current Memo of Understanding - Honors Records Day



**APPENDIX A3**  
**SCHOOL CALENDAR 1999-2000**

AUGUST 30	Teacher Association Meeting (A.M.) Teachers Report to Buildings (P.M.)
AUGUST 31	Classes Begin
SEPTEMBER 2	Labor Day Break begins at the end of the day
SEPTEMBER 7	Classes resume
NOVEMBER 25, 26	Fall Break
DECEMBER 17	Holiday Break begins at the end of the day
JANUARY 3	Classes resume
JANUARY 21	End of First Semester: Students (A.M.) - (91 days) Records (P.M.)
FEBRUARY 18	Mid-Winter Break begins at the end of the day
FEBRUARY 28	Classes Resume
APRIL 20	Spring Break begins at the end of the day
MAY 1	Classes resume
MAY 29	Memorial Day - No School
JUNE 15	Last Day of school: Students (A.M.) Teachers All Day
JUNE 16	Records Day*

Dates for the following will be determined by a sub-committee of not more than three (3) administrators and three (3) teachers:

Parent-Teacher Conferences (2 half-days and 2 evenings per semester). The Friday following evening conferences will be A.M. only for students. Teachers will receive compensatory time in the P.M. on this day (one-half (1/2) day compensatory time per semester). The evening Parent-Teacher Conferences will be scheduled so no level (elementary, middle, high school) will have conferences on the same night.

In-Service (1 half-day each semester; one full day)

184 Teacher Days/181 Student Days

\*Records Day as per current Memo of Understanding - Honors Records Day

**APPENDIX B**  
**CHIPPEWA VALLEY SCHOOLS**  
**SALARY SCHEDULE**  
**1997 - 1998**

STEP	B.A. AND CERT.	B.A. & VOC. CERT.	M.A. AND CERT.	M.A. & CERT. +30 HRS OR MSW	2nd M.A. OR SPEC. & CERT.	PH.D OR ED.D AND CERT.
0	28,000	31,577	32,905	34,230	35,557	37,220
0.5	29,297	32,874	34,202	35,527	36,824	38,517
1.0	30,594	34,171	35,499	36,824	38,151	39,814
1.5	32,382	34,832	36,164	37,485	38,985	40,970
2.0	34,171	35,499	36,824	38,151	39,814	42,131
2.5	34,832	36,164	37,658	38,985	40,637	43,458
3.0	35,499	36,824	38,485	39,814	41,471	44,786
3.5	36,164	37,658	39,647	40,969	42,631	46,115
4.0	36,824	38,485	40,804	42,131	43,790	47,445
4.5	37,821	39,474	42,132	43,458	45,119	48,772
5.0	38,812	40,474	43,460	44,786	46,445	50,096
5.5	39,814	41,470	44,786	46,274	47,941	51,428
6.0	40,804	42,458	46,107	47,769	49,431	52,745
6.5	41,803	43,458	47,608	49,267	50,928	54,244
7.0	42,767	44,457	49,097	50,760	52,411	55,4
7.5	43,957	45,621	50,592	52,421	54,072	57,396
8.0	45,115	46,776	52,088	54,081	55,5	59,052
8.5	46,609	48,266	53,910	55,5	57,396	60,874
9.0	48,104	49,759	55,735	57,390	59,052	62,701
9.5	48,932	50,593	57,559	59,218	60,874	64,358
10.0	49,895	51,565	59,381	61,044	62,701	66,021
10.5			61,203	62,866	64,525	69,127
11.0			63,171	64,823	66,477	69,802

APPENDIX B

CHIPPEWA VALLEY SCHOOLS

TEMPORARY SALARY SCHEDULE

1998 - 1999

STEP	B.A. AND CERT.	B.A. & VOC. CERT.	M.A. AND CERT.	M.A. & CERT. +30 HRS OR MSW	2nd M.A. OR SPEC. & CERT.	PH.D OR ED.D AND CERT.
0	28,000	31,577	32,905	34,230	35,557	37,220
0.5	29,297	32,874	34,202	35,527	36,824	38,517
1.0	30,594	34,171	35,499	36,824	38,151	39,814
1.5	32,382	34,832	36,164	37,485	38,985	40,970
2.0	34,171	35,499	36,824	38,151	39,814	42,131
2.5	34,832	36,164	37,658	38,985	40,637	43,458
3.0	35,499	36,824	38,485	39,814	41,471	44,786
3.5	36,164	37,658	39,647	40,969	42,631	46,115
4.0	36,824	38,485	40,804	42,131	43,790	47,445
4.5	37,821	39,474	42,132	43,458	45,119	48,772
5.0	38,812	40,474	43,460	44,786	46,445	50,096
5.5	39,814	41,470	44,786	46,274	47,941	51,428
6.0	40,804	42,458	46,107	47,769	49,431	52,745
6.5	41,803	43,458	47,608	49,267	50,928	54,244
7.0	42,767	44,457	49,097	50,760	52,411	55,734
7.5	43,957	45,621	50,592	52,421	54,072	57,396
8.0	45,115	46,776	52,088	54,081	55,735	59,052
8.5	46,609	48,266	53,910	55,735	57,396	60,874
9.0	48,104	49,759	55,735	57,390	59,052	62,701
9.5	48,932	50,593	57,559	59,218	60,874	64,358
10.0	49,895	51,565	59,381	61,044	62,701	66,021
10.5			61,203	62,866	64,525	69,127
11.0			63,171	64,823	66,477	69,802

APPENDIX B

CHIPPEWA VALLEY SCHOOLS

TEMPORARY SALARY SCHEDULE

1999 - 2000

STEP	B.A. AND CERT.	B.A. & VOC. CERT.	M.A. AND CERT.	M.A. & CERT. +30 HRS OR MSW	2nd M.A. OR SPEC. & CERT.	PH.D OR ED.D AND CERT.
0	28,840	32,524	33,892	35,257	36,624	38,337
0.5	30,176	33,860	35,228	36,593	37,929	39,673
1.0	31,512	35,196	36,564	37,929	39,296	41,008
1.5	33,353	35,877	37,249	38,610	40,155	42,199
2.0	35,196	36,564	37,929	39,296	41,008	43,395
2.5	35,877	37,249	38,788	40,155	41,856	44,762
3.0	36,564	37,929	39,640	41,008	42,715	46,130
3.5	37,249	38,788	40,836	42,198	43,910	47,498
4.0	37,929	39,640	42,028	43,395	45,104	48,868
4.5	38,956	40,658	43,396	44,762	46,473	50,235
5.0	39,976	41,688	44,764	46,130	47,838	51,599
5.5	41,008	42,714	46,130	47,662	49,379	52,971
6.0	42,028	43,732	47,490	49,202	50,914	54,327
6.5	43,057	44,762	49,036	50,745	52,456	55,871
7.0	44,050	45,791	50,570	52,283	53,983	57,406
7.5	45,276	46,990	52,110	53,994	55,694	59,118
8.0	46,468	48,179	53,651	55,703	57,407	60,824
8.5	48,007	49,714	55,527	57,407	59,118	62,700
9.0	49,547	51,252	57,407	59,112	60,824	64,582
9.5	50,400	52,111	59,286	60,995	62,700	66,289
10.0	51,392	53,112	61,162	62,875	64,582	68,002
10.5			63,039	64,752	66,461	71,201
11.0			65,066	66,768	68,471	71,896

**APPENDIX B**  
**COST-OF-LIVING ADJUSTMENT (C.O.L.A.)**

Each teacher shall receive a cost-of-living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent percentage increase rounded to the nearest one-tenth (1/10) of one percent (1%), of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed zero percent (0%) for the 1996/97 school year, zero percent (0%) for the 1997/98 school year, zero percent (0%) for the 1998/99 school year, and zero percent (0%) for the 1999/00 school year.

**EXAMPLE**

April 1985	Detroit CPI	294.9
April 1986	Detroit CPI	300.8

$$300.8 - 294.9 = 5.9$$

$$5.9 - 294.9 = \$2.0\%$$

Multiply each step on the salary schedule by 1.02 to determine the adjusted 1985-86 salary schedule.

**GENERAL**

1. **Proration:** In the event a teacher does not complete the school year or is employed for less than the full school year, the Cost-of-Living Adjustment shall be prorated based upon a ratio of the number of work days such teacher worked to 184 work days multiplied by the Cost-of-Living Adjustment.
2. **Consumer-Price Index Information:** In the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index Information required for purposes of this provision or substantially modifies the manner of calculating such information,

## COST-OF-LIVING ADJUSTMENT (C.O.L.A) - CONT'D.

representatives of the Board and Local 1 agree to meet for the purposes of negotiating the terms of this Cost-of-Living Adjustment provision. Also, if receipt by the District of Consumer Price Index Information from the Bureau of Labor Statistics is delayed for reasons beyond the control of the District, payment of the Cost-of-Living Adjustment shall be made as soon as possible following the receipt of such information.

### SALARY SCHEDULE

1996-97 Salary Schedule: The Teacher Salary Schedule for 1996-97 shall be computed by multiplying the final teacher salary schedule for 1995-96 by 1.00 (increased by 0%). A cost-of-living adjustment shall be paid at the conclusion of the 1996-97 school year pursuant to the terms of the Cost-of-Living language capped at zero percent (0%).

1997-98 Salary Schedule: The Teacher Salary Schedule for 1997-98 shall be computed by multiplying the final teacher salary schedule for 1996-97 by 1.00 (increased by 0%). A cost-of-living adjustment shall be paid at the conclusion of the 1997-98 school year pursuant to the terms of the Cost-of-Living language capped at zero percent (0%).

On or before July 1, 1998, the parties will commence negotiations relative to the Appendix B Salary Schedule for the 1998-99 school year. In no event will the salary schedule for the 1998-99 school year be less than the 1997-98 salary schedule set forth in Appendix B.

1998-99 Salary Schedule: The Teacher Salary Schedule for 1998-99 shall be computed by multiplying the final teacher salary schedule for 1997-98 by the negotiated salary factor. A cost-of-living adjustment shall be paid at the conclusion of the 1998-99 school year pursuant to the terms of the Cost-of-Living language capped at zero percent (0%).

1999-00 Salary Schedule: The Teacher Salary Schedule for 1999-00 shall be computed by multiplying the final teacher salary schedule for 1998-99 by 1.03 (increased by 3%). A cost-of-living adjustment shall be paid at the conclusion of the 1999-00 school year pursuant to the terms of the Cost-of-Living language capped at zero percent (0%).

Qualifications for each track in the salary schedule:

To be eligible for placement on the salary tracks described below in paragraphs (c), (d), (e) and (f) a teacher shall:

1. Receive graduate credit for hours taken or;

COST-OF-LIVING ADJUSTMENT (C.O.L.A.) - CONT'D.

2. Receive credit for undergraduate hours taken that are related to the teacher's instructional responsibilities or that are required for the teacher to obtain additional certification.

Additionally, credit hours taken at a Community and/or Junior College will not count toward eligibility for the salary tracks described in paragraphs (c), (d), (e), and (f).

- |     |  |  |
|-----|--|--|
| (a) | B.A. and Cert.                                   | Baccalaureate Degree and Certificate equivalent to Michigan Provisional, Permanent, Continuing or Professional Certificate, or annually authorized for Vocational Education or Occupational Education Certificate. |
| (b) | Vocational Cert.                                 | Baccalaureate Degree and Vocational Certification or Occupational Education Certificate.   |
| (c) | M.A. and Cert.                                   | Masters Degree and Certificate equivalent to Michigan Provisional, Permanent, Continuing or Professional Education Certificate.  |
| (d) | M.A. and Cert.<br>+ 30 Hrs, or<br>M.S.W.         | All those provisions in (c) and 30 additional semester hours earned after the Masters Degree and Certificate have been granted, or a Masters of Social Work.   |
| (e) | 2nd M.A. or Spec-<br>ialist and Certi-<br>ficate | All those provisions in (c) and a second Masters Degree, or a Specialists Degree, earned after first Masters Degree and Certificate have been granted.   |
| (f) | Ph.D, Ed.D., and<br>Certificate                  | Doctoral Degree and Certificate equivalent to the Michigan Provisional, Permanent, Continuing or Professional Education Certificate.   |

COST-OF-LIVING ADJUSTMENT (C.O.L.A.) - CONT'D.

(g)

All teachers employed on a part-time basis shall be compensated on a percentage equal to the percent of the teaching load for which they have been employed, at that place on the salary schedule (Appendix "B") for which they would normally qualify if they were serving in a full time position. If the teacher teaches more than 50% of the normal teaching load, he shall receive a full year's credit on the salary schedule. If he is teaching 50% or less than the normal teaching load, then he shall receive a one-half (1/2) year's credit on the salary schedule.



## APPENDIX B1

The following supplemental salaries will be based upon the Bachelor Salary Schedule at the Step determined by the number of years served in that position in the Chippewa Valley School System. Teachers holding positions on Appendixes "B1" and "B2" shall receive a C.O.L.A. adjustment for those positions, to be included in their regular salary C.O.L.A. adjustment check for 1996-97, 1997-98, 1998-99, 1999-2000 school years.

### ELEMENTARY

Instrumental Music	2%
Safety Patrol	2%
Science Olympiad Coach	3%
Service Squad	2%
Student Council	2%
Teacher-In-Charge	4%
Vocal Music	2%

### MIDDLE SCHOOL

Department Chairpersons (number of teachers equated on the basis of full time or equivalent)

10 or more teachers	6%
6 - 9 teachers	5%
3 - 5 teachers	4%
Instrumental Music	4%
Newspaper	2%
Science Olympiad Coach	3.5%
Social Studies Olympiad Coach	2%
Student Council and Activities	4%
Teacher-In-Charge (If no assigned assistant principal in building at the middle school level.)	4%
Vocal Music	4%
Yearbook	4%

### HIGH SCHOOL

Art Club	1.5%
Auditorium Facilitator	10%
BOEC Business Professionals of America	2%
Class Sponsors Freshmen	3%
Class Sponsors Sophomores	3%
Class Sponsors Juniors	4%
Class Sponsors Seniors	5%
Close-Up	1.5%

APPENDIX B1 - CONT'D

HIGH SCHOOL CONT'D

Facilitator of Student Activities	10%
Dance Club	1.5%
Debate	4%
DECA	1.5%
* Department Chairpersons with Release Time	2%
* Department Chairpersons without release time (number of teachers equated on the basis of full time or equivalent)	
10 or more teachers	6%
6-9 teachers	5%
3-5 teachers	4%
Domestic Student Exchange Program	1.5%
Dramatics (2 plays)	2% (per play)
Ecology Club	1.5%
Forensics	4%
Gymnastics Club	1.5%
H.O.S.A.	1.5%
Instrumental Music	6%
International Club	1.5%
Key Club	1.5%
Marching Band	6%
National Honor Society	3%
Newspaper	4%
Quiz Bowl	3%
Students Against Driving Drunk	1.5%
Science Olympiad Coaches	3.5%
Student Government	4%
Vocal Music	6%
Yearbook	6%

DISTRICT

Math Olympics Organizer	2%
Odyssey of the Mind Organizer	5%
Science Olympiad Organizer	5%
Special Olympics Organizer	3%
Young Authors Conference Organizer	3%

- \* (See Letter of Understanding for Department Chairpersons and Curriculum Development.)

The following teacher participants shall receive \$16.50 per hour:

Math Olympics Teacher Participant  
Odyssey of the Mind Teacher Participant  
Science Olympiad Teacher Participant  
Young Author Conference Teacher Participant

**APPENDIX B2**  
**ATHLETIC SALARY SCHEDULE**

Athletic salaries shall be based upon the Bachelors Salary Schedule at the step determined by the number of years contracted coaching at the secondary level in the given sport. Outside experience shall be granted up to and including five (5) years.

<u>High School Athletic Manager</u>	9%
 <u>Baseball Coaches</u>	
Varsity	12.5%
Assistant or Junior Varsity	9.5%
9th Grade	7%
 <u>Basketball Coaches</u>	
Varsity	12.5%
Assistant or Junior Varsity	9.5%
9th Grade	8%
8th Grade	7%
7th Grade	7%
 <u>Cheerleading Coaches</u>	
Varsity	6%
Junior Varsity	6%
9th Grade	6%
 <u>Chippette Coaches</u>	
Varsity	6%
 <u>Cross-Country Coaches</u>	
Varsity	8%
 <u>Diving Coaches</u>	
(Each team, each season)	2%
 <u>Football Coaches</u>	
Varsity	12.5%
Assistant Varsity	9.5%
Junior Varsity	9%
Assistant Junior Varsity	7%
9th Grade	8%
Assistant 9th Grade	6%
Middle School	7%
Assistant Middle School	6%
 <u>Golf Coaches</u>	
Varsity	7%
 <u>Soccer Coaches</u>	
Varsity	9%
Assistant or Junior Varsity	7%

APPENDIX B2 - CONT'D.

<u>Softball Coaches</u>	
Varsity	10%
Assistant or Junior Varsity	8%
Freshman 9th Grade	7%
<u>Swimming Coaches</u>	10%
(Each team, each season)	
<u>Tennis Coaches</u>	
Varsity	8%
<u>Track Coaches</u>	
Varsity	10%
Assistant or Junior Varsity	8%
Middle School	6%
Assistant Middle School	5%
<u>Volleyball Coaches</u>	
Varsity	10%
Assistant or Junior Varsity	8%
9th Grade	7%
8th Grade	7%
7th Grade	7%
<u>Wrestling Coaches</u>	
Varsity	10%
Assistant or Junior Varsity	8%
Freshman 9th Grade	7%
<u>Weight Training</u>	10%

The following supplemental salaries for intramural coordinators will be based upon the Bachelors Salary Schedule at the step determined by the number of years served in that position in the Chippewa Valley School System.

Intramural Facilitators	4%
One at each High School	4%
Middle School Athletic and Intramural Facilitator	
(One at each Middle School)	8%
One per every two (2) elementary schools	4%

Intramural Activity Sponsors

1997 - 98	\$11.88 per hour
1998 - 99	\$11.88 per hour
1999 - 00	\$11.88 per hour

**APPENDIX B3**  
**DRIVER EDUCATION**

- (1) When not in use, driver education cars will be housed in the bus parking lot.
- (2) Instruction time shall meet State requirements.
- (3) Student load will be determined by the number of students enrolled in the course.
- (4) Compensation for instructors shall be on an hourly basis, with a minimum of \$15 (fifteen dollars) per hour for classroom instruction and/or \$15 (fifteen dollars) per hours for behind the wheel instruction. Instructors shall be responsible to complete all records as required by the District for its records and/or by the State.
- (5) Instructors time shall not exceed an average of six (6) hours per work day. In no case will instructors be paid for driving time in excess of six (6) hours average per reimbursable student. Instructors teaching full time in the Summer Program will be paid for eight (8) hours of preparation time and two (2) hours of record keeping time. Record keeping, making reports, and other requirements incidental to the Driver Education program shall not be compensated outside the stated allowance.
- (6) A Department Chairperson shall be selected for Driver Education and shall be compensated at 10% as per Appendix B1 based upon the Bachelor Salary Schedule at the step determined by the number of years served in that position in the Chippewa Valley School System.
- (7) Instructors will work in cooperation with the administrator in charge of the program in setting up schedules for class time, driving time, films, special lectures, demonstrations, and all other necessary tasks.

APPENDIX C

DESCRIPTION OF TRADITIONAL CHIPPEWA VALLEY TEACHER  
BLUE CROSS/BLUE SHIELD HEALTH CARE INSURANCE PROGRAM

The following provisions describe the Board paid Blue Cross/Blue Shield Insurance Program for Chippewa Valley Teachers:

C0959GS	COMP SEMI	Comprehensive hospital coverage with semi-private room.
C65XF	EXACT FILL	Over 65 coverage which provides benefits up to the level of the group benefits for the Complimentary members.
MMMPD24	CATASTROPHIC	Master Medical Catastrophic Option 4 - supplements basic BC/BS benefits.
S4832	ROUTINE PAP SMEAR	Routine Pap Smear
C109964	DNM-365 REG	Days Nervous and Mental 365
C228665	CC-EXACT FILL	Convalescent Care for Exact Fill
S4660	NM-365 DAYS REG	Nervous and Mental 365 Days Regular Membership, not over 65
S408265	RDR SAT III XF	Substance Abuse Rider III - Exact Fill for over 65 on Substance Abuse
MMBL224	CATASTROPHIC BL	Master Medical Catastrophic Benefit Limitations Rider
D513705	4.0 PLUS PD NSI	Prescription Drug Needles and Syringes Insulin
S466415	V-ST 65 ONLY	Voluntary Sterilization
S189225	MVF2 ML 65 ONLY	This rider eliminates a subscriber's contribution (of \$5.00 or 10%, whichever is greater) for diagnostic laboratory and pathology, diagnostic radiology and therapeutic radiology for over 65.
S997309	PCDFPP	Prescription Drug Contraceptive Devices
C990903	SOT-PE	Select Organ Transplant - Pre-existing.
D3506	DRUG CER.	Preferred RX \$5.00 co-pay
S1880	MVF2 CERTIFICATE	Michigan Variable Fee Level 2 Certificate Benefits include surgery, anesthesia, OB delivery, accidental injury first aid, diagnostic radiology, therapeutic radiology, consultation, technical surgical assistance, laboratory and pathology services; also obstetrics including pre and post natal care, laboratory services, out-patient psychiatric care and convalescent care.
S483265	ROUTINE PAP SMEAR	Routine Pap Smear
C109965	DNM-365	Days Nervous and Mental 365
C2290	OPC REG	Outpatient Psychiatric Care - under 65 segment
S466065	NM-365 Days	Nervous and Mental 365 over 65.
C408204	RIDER SAT III	Substance Abuse treatment rider.
D513803	4.0 PLUS PD-CM	Prescription Drug Contraceptive Medications.

APPENDIX C - CONT'D

DF513765	4.0 PLUS PD- NSI	Prescription Drug Needles and Syringes for Insulin.
C7021	HOSPICE	Provides Hospice Care benefits for terminally ill. Provides benefits in an approved Hospice Care facility. Covers terminally ill members up to a maximum of \$6,884 for care in the home and hospital, and \$650 for physician care.
S021808	MVF RDR-FAE RC	Provides benefits for treatment of medical emergencies and accidental injury as part of Emergency First Aid but pays the reasonable and customary charges of the physician.
S997365	4.0 PLUS PCD	Prescription contraceptive devices with no member copay.
C993009	GLE-1	General Limitations and Exclusions - excludes benefits for care, devices, services or supplies, that BCBSM considers experimental or research in nature (whether or not said procedures has been approved by governing Federal, State or local authorities).
D0200	DRUG CER.5.00	Drug Certificate \$5.00 copay.
S188065	MVF2 65 EX FILL	Michigan Variable Fee 65 Exact Fill 65 provides coverage for over 65 segment up to the same level of benefits provided group members without Medicare.
S7562	MAMMOGRAMS	Mammography Rider
C228664	CC REG	Convalescent Care
C229065	OPC COMP	Outpatient Psychiatric Care - Complementary Members
S408204	RIDER SAT III	Substance Abuse III
C408265	RDR SAT III XF	Substance Abuse III - Exact Fill Membership
D513865	4.0 PLUS PD- CM	Prescription Drug Contraceptive Medications
S46641R	VST REGULAR	Voluntary sterilization
S18922R	MVF2 ML REG	This rider eliminates a subscriber's contribution (of \$5.00 or 10%, whichever is greater) for diagnostic laboratory and pathology, diagnostic radiology and therapeutic radiology.
S021865	MVF RDR-FAE- RC	Provides benefits for treatment of medical emergencies and accidental injury part of Emergency First Aid but pays the reasonable and customary charges of the physician over 65.
D501308	PD-MAC	Generic Prescription Rider
	DCC RIDER	Added to 2 person and family rates for BC and drugs, and to family rates for others. This provides benefits for dependent children after the end of the calendar year in which they shall attain the age of 19 years to age 25. Must be IRS Dependent.
	COB-3	Coordinates the benefits provided by Blue Cross and Blue Shield with the benefits available under any other group health benefit plan to provide 100% reimbursement wherever possible for expenses covered in part under either plan, but benefits will not be provided which would result in an amount in excess of total expense. This rider is automatically included in the Blue Cross Plan.

**LETTER OF UNDERSTANDING**

**OPEN ENROLLMENT PERIOD**

The open enrollment period for the Traditional Chippewa Valley Teacher Blue Cross/Blue Shield health insurance program MVFII, Master Medical Option IV with the FAE-RC and Prescription Drug Program (\$5.00 co-pay) rider and additional riders as described in Appendix C and the Preferred Provider Option Plan (Chippewa Valley Teacher PPO) shall be the month of September in each year of this Master Agreement.

**LETTER OF UNDERSTANDING**

**JUNE RECORDS DAY FOR THE 1996-2000 MASTER AGREEMENT**

Provided that teachers have all their obligations completed by the end of the day of the last Student Day of the school year, teachers will not be required to report to work on the June Records Day.



## FAMILY AND MEDICAL LEAVE ACT

### LETTER OF UNDERSTANDING

A Family and Medical Leave of Absence (FMLA) will be granted for up to twelve (12) weeks during any twelve (12) month period to eligible teachers in accordance with the Family and Medical Leave Act of 1993. An eligible employee can take up to twelve (12) weeks of leave under this policy during any twelve (12) month period. Chippewa Valley Schools will measure the twelve (12) month period forward from the date an employee's first FMLA leave begins, which is the first day off. For example, if an employee used four weeks of FMLA leave beginning March 1, 1994, and eight (8) additional weeks beginning July 1, 1994, the employee would not be entitled to any additional FMLA leave until March 1, 1995. On March 1, 1995, the employee would be entitled to another twelve (12) weeks of FMLA leave.

A leave granted under the provisions of this section is in conjunction with any other paid or unpaid leaves already provided to teachers under other applicable sections of this agreement. The Board will continue to observe any leave provisions or benefit programs that provide greater leave rights and benefits to teachers than the rights established by the FMLA. The Board shall continue health, dental and vision benefits during this leave. The Board shall be responsible for reinstating the teacher to all insurance benefits when the leave is completed.

This leave may be taken on an intermittent or reduced schedule basis only as specified in the Act. The teacher shall not be placed on FMLA unless he/she has been absent for ten (10) consecutive school days. At that time, the first day of absence shall be considered to be FMLA time. The teacher may elect to use his/her sick leave days for all or part of the duration of the family and medical leave. Therefore, leaves taken for FMLA qualifying purposes may be paid, unpaid, or a combination of paid and unpaid.

#### 1. Eligibility

In order to qualify to take a Family and Medical Leave, the teacher must have been employed by the school district for at least twelve (12) months or fifty-two (52) weeks, not necessarily consecutive, and must have worked at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin. "Hours worked" under the Fair Labor Standards Act means that time paid but not worked, such as personal or sick leave should not be counted in calculating the hours of service that have been performed by a teacher for FMLA purposes. However, prior FMLA leave does count in calculating hours of service. In addition, according to the Act, all time spent working for the benefit of the school district does count in calculating the hours of service.

#### 2. Types of Leave

- A. For the birth of a child
- B. For the adoption or foster care of a child
- C. For the teacher's own serious health condition defined under the Act

FAMILY AND MEDICAL LEAVE ACT  
LETTER OF UNDERSTANDING - CONT'D.

- D. To care for a spouse, child, or parent (not in-laws) with a serious health condition.

3. Certification of a Serious Health Condition

The Board may require certification of the serious health condition as defined under the Act. A certification form will be provided to the teacher by the Board. This form must be completed by the teacher's health care provider or the family member's health care provider. The Board has the right to ask for a second opinion, at the Board's expense. If it becomes necessary to resolve a conflict between the original and second opinions, the Board may require the teacher to obtain certification from a third health care provider, at the Board's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Board and the teacher.

4. Procedures

- A. When the need is foreseeable, a teacher requesting a leave under this section must provide thirty (30) days written notice to the Human Resources Department. If it is not possible for the teacher to give thirty (30) days notice, the teacher must give as much notice as practicable.
- B. Upon return from this leave, the teacher shall be placed in the same position he/she occupied prior to the leave.

LETTER OF UNDERSTANDING

SICK LEAVE BANK

For the 1997-98 school year, both parties agree to waive the minimum level of six hundred (600) days.

For the 1998-99 school year, the Board agrees to contribute to the Sick Leave Bank nine hundred sixteen (916) days.

For the 1999-00 school year, the Board agrees to contribute to the Sick Leave Bank six hundred twenty-seven (627) days.

In the event the Sick Bank is exhausted during the 1997-98 school year, sick days will be advanced to the Sick Bank from the Board's 1998-99 contribution.

## LETTER OF UNDERSTANDING

### DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT

For the 1997-2000 Master Agreement, Article XV will be held in abeyance and shall not be in force. This Letter of Understanding is to be implemented for the duration of this Master Agreement.

#### A. Department Chairpersons

1. Senior High School Department Chairpersons will be chosen on the following basis:
  - (a) Department Chairpersons in the English, Social Studies, Science, and Mathematics Department will receive \$400.
    - (1) The number of teachers in a given department will be equated on the basis of full time or equivalent.
    - (2) Chairpersons will be chosen by the Principal and approved by a majority of the department on a yearly basis.
    - (3) The Vocational Education Department is not eligible for a Department Chairperson as long as the Board employs a Director of Vocational Education or someone who performs those duties prescribed for a Director of Vocational Education.
  - (b) Departments eligible for chairpersons, (in addition to the four (4) listed above) are Art, Music, Physical Education, Life Skills, Business, Industrial Technology Education, Counseling, Foreign Language, and Special Education.
    - (1) If a department has the equivalent of three (3) or more full-time professional staff, the Chairperson will be compensated \$200.
2. Middle School Department Chairpersons will be chosen and compensated on the following basis:
  - (a) Departments eligible for Chairpersons are Math, English, Social Studies, Science, and Unified Arts (Industrial Technology Education, Music, Art, Physical Education, and Life Skills), providing the department has the equivalent of three (3) or more full-time professional staff.
  - (b) The number of teachers in a given department or on a given team will be equated on the basis of full time or equivalent.

LETTER OF UNDERSTANDING  
DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D.

- (c) Department Chairpersons will be chosen by the Principal and approved by the department members on a yearly basis.
  3. Language Arts Chairperson will be chosen by the Assistant Superintendent for Instruction to be a Reading Department Head, as long as three (3) or more full-time teachers remain in this activity.
  4. Middle and High School Department Chairpersons shall perform the following duties:
    - (a) Coordinate and review with department members and the building principal curricular changes, applications, innovations, and implementations.
    - (b) Assume responsibility for recommending to the Principal budget and purchases for the Department, execution of approved budget at their particular school.
    - (c) At the middle school level, budget and purchases will be recommended to the Principal by the Department Chairperson.
- B. The curriculum structure, workshops, development and structure of the evaluation committees shall be developed jointly between the Board of Education and MEA-NEA Local 1, Chippewa Valley when curricular needs dictate and resources permit. The final authority to approve and finance any of the programs and committees is vested in the Board of Education.
- C. Curriculum Structure:
  1. There shall be system-wide Curricular Leaders in those areas as determined by the Board and the Association, such as: Math, Language Arts, Science, Social Studies, Computer Education, and Fine Arts. Other Curricular Leaders may be determined by mutual agreement of the Board and the Association. Each Curricular Leader shall be a Chippewa Valley teacher appointed by the Superintendent/Designee on an annual basis.
  2. Curricular Leaders shall perform the following duties:
    - (a) Coordinate and review with consultants and/or coordinators, curricular changes, applications, innovations, implementations, and services to the staff under the direction of the Superintendent/Designee.

LETTER OF UNDERSTANDING  
DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D.

- (b) Coordinate and review with department members and the building Principal curricular changes, applications, innovations, and implementations.
  - (c) Coordinate selection of recommended texts in their areas.
  - (d) Consult with teachers on a scheduled basis in all buildings for the purpose of improving instruction.
  - (e) Develop and coordinate with other Curricular Leaders, In-Service Workshops at the elementary level.
  - (f) Chair curricular meetings in their area of competency at various grade levels.
  - (g) Assist in coordination of the program in their area between buildings.
  - (h) Serve as Chairpersons of the District Curriculum Council in their areas.
  - (i) To keep all teachers advised of what is happening on the Curriculum Council.
3. Teachers serving as Curricular Leaders shall receive \$2,000 for performing their duties.
  4. Joint evaluation of the Curriculum Structure and its operation will be conducted upon the request of either the MEA-NEA Local 1, Chippewa Valley or the Board of Education.
  5. Curriculum Leaders, if selected from the high school, need not be Department Chairpersons.

D. Curriculum Workshops:

1. To facilitate interbuilding communication, elementary and middle school teachers may be provided with two (2) half days of released time per year for attendance at Curriculum Workshops. One half day shall be in the morning and the other in the afternoon. These workshops will be developed and coordinated by the Curriculum Leaders, teachers and/or administrators, and approved by the Assistant Superintendent for Instruction.
2. Upon request, a minimum of one (1) Faculty Meeting per month can be designated as a Curriculum Meeting.
3. Other Curriculum Workshops may be established upon petition to the Superintendent by a group of three (3) or more teachers within a given subject field.

LETTER OF UNDERSTANDING  
DEPARTMENT CHAIRPERSONS AND CURRICULUM DEVELOPMENT - CONT'D.

4. Teachers attending, during non-obligation hours, an in-service/workshop which introduces new or revised curriculum as approved by the appropriate evaluation committee(s) shall be paid forty dollars (\$40) per day (5 hours) or twenty dollars (\$20) per half day.
  5. Teachers writing/restructuring curriculum shall be paid seventy-five (\$75) dollars per day. Teachers presenting Workshops for Chippewa Valley teachers shall be paid sixty (\$60) dollars per day.
- E. Curriculum Development:
1. The Board of Education and the MEA-NEA Local 1, Chippewa Valley, to bring about desirable curricular changes establishes professional staff Curriculum Councils. The purpose of these Councils is to provide effective consultation with, and assistance to the Superintendent and to make needed improvements in the instructional program which are deemed feasible. Realizing that education is an everlasting process, the Administration and the teaching staff will work jointly in developing curriculum needs of the schools, and work toward establishing a comprehensive kindergarten through twelfth grade curriculum.
  2. Language Arts, Social Studies, Science, Math, Fine Arts, Computer Education, Special Education and other Ad Hoc Curriculum Councils will be formed by joint agreement of the Association and the Board.
  3. Membership in each Council will consist of one (1) teacher per building at the elementary and middle school level and two (2) teachers per building at the high school level. The teachers recommended by the Association will represent a cross section of the teaching staff in the appropriate subject area. Council members will be appointed by June 1st for the following school year.
  4. Teachers serving on Curriculum Councils shall receive \$100.00 in compensation for their regularly scheduled after-school meetings for the 1997-98, 1998-99, 1999-2000 school years.
  5. Each Curriculum Council shall deal with such issues as system-wide subject area objectives, evaluation of current programs, recommendations for starting new programs and dropping old ones, textbook selection and the submission of a year end report.

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6. Special Curriculum Councils in other subject areas may be convened by the Superintendent upon appeal by teachers from at least two (2) separate schools who wish to discuss a specific curricular problem. One of these teachers will serve as Chairperson of the Ad Hoc Council and an Administrator will be appointed to serve by the Superintendent.
  7. In individual buildings, the principal and the teacher member of a particular Curriculum Council will serve as a local committee to evaluate and send on individual teacher proposals.
  8. It is not the intent of this Article to obstruct internal curricular change arrived at by Building Administrators and their staffs. Rather, it is intended that Curriculum Councils assist and facilitate curriculum development by suggesting good curricular practice in each area. It is recognized that each school is unique, and that local curriculum must be modified to meet the needs of individuals in a particular setting. Any internal curricular change not affecting system-wide subject area objectives may be adopted by the staff of an individual school after consultation with Curricular Leaders. If the Curricular Leader disapproves of a change, he can carry it to a higher level.
  9. It is also recognized that the Superintendent will have the final responsibility to recommend to the Board of Education any curricular change. It is in the spirit of counsel, advice, and professional team work that this Article is written.
  10. When a course has been approved for Chippewa Valley credit by the Superintendent, teachers enrolled in those classes shall receive credit within the District equal to the number of credits designated to the course.
- F. K-12 Evaluation Committee:
1. In keeping with the laws of the State of Michigan and with the hope of providing Chippewa Valley School children with up-to-date materials for their educational endeavors, the Association and the Board of Education establish a K-12 Evaluation Committee.
  2. The K-12 Evaluation Committee shall consist of twelve (12) teachers and eight (8) administrators. Every effort will be made to have equal representation from each cluster and level. The Superintendent may be an ex-officio member of the group.



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3. It is recommended that K-12 Evaluation Committee members are not also members of a Curriculum Council.
4. The K-12 Evaluation Committee will meet monthly between October and May inclusive, after Curriculum Councils have had their meetings. There shall be no release time for these meetings. The Committee shall elect a Chairperson. The Committee will evaluate reports submitted to them by each Curriculum Council, determine district-wide priority areas for curricular change, (including new textbooks) and establish a priority list for curricular change. This priority list will be submitted to the Superintendent for review, as the Committee continues to recommend whatever action in top priority areas can be done during the current year. The K-12 Committee can make recommendations in such areas as in-service training, textbook selections, summer curricular work for teachers, report card changes, and school district philosophy.
5. When a determination of first priority change has been made, the particular Curriculum Leader and/or the initiator in the discipline selected for the proposed change shall be invited to join the District Curricular Committee in its endeavors to improve curricular practice. If textbooks are part of a recommended change, the Curricular Council in one particular discipline involved will serve as Textbook Selection Committee and recommend proposed textbook changes to the Superintendent by January 1st.
6. It is not the intent of this Article to obstruct internal curricular change arrived at by Building Administrators and their staffs. Rather it is intended that the K-12 Evaluation Committee assist and facilitate curriculum development by suggesting good curricular practice in each area. It is recognized that each school is unique, and that local curriculum must be modified to meet the needs of individuals in a particular setting.
7. In the event the Superintendent or the Board does not accept the K-12 Evaluation Committee recommendations, the answer and reasons will be presented in writing to the Committee within three (3) weeks.
8. All new programs must present evidence of positive evaluation to the K-12 Evaluation Committee by May of the year following implementation to be considered for continuation.

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