

MASTER AGREEMENT

Chippewa Hills Board of Education / Chippewa Hills Education Association

August 15, 2024 - August 14, 2027

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PREAMBLE

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

This Agreement entered into this 29th day of July, 2024, by and between the Board of Education of the Chippewa Hills School District (hereinafter called "Board") and the Chippewa Hills Education Association, MEA/NEA (hereinafter called "Association").

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS

- A. The Board or designee and the Association agree that they will not discriminate against any teacher with respect to membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board or designee, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Teachers shall be entitled to full rights of citizenship. The Board or designee and the Association agree that the private life of a teacher is the teachers own affairs unless the teacher's conduct should adversely affect the relationship with students or the discharge of teaching and other school related duties.

- B. The Chippewa Hills Education Association and its officers shall have the right to schedule the reasonable use of school buildings at all reasonable hours for meetings.
- C. Duly authorized members of the Association shall have the right to use district equipment and electronic resources as available.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may have access to teacher mailboxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- E. The parties agree to make available to one another, in response to all reasonable requests from time to time, available public information, and such other available information as is necessary to process a grievance pursuant to this contract, except that information which may be considered confidential (or otherwise properly exempt from disclosure), and such information necessary for collective bargaining.

The Board or designee will furnish the CHEA monthly the name and building assignment of all unit employees hired, terminated, or otherwise removed from the payroll.

The Board or designee agrees to furnish the President and Vice President of the Association copies of Board or designee agendas and minutes. In addition, when requested in writing, the Board or designee shall furnish the Association other materials considered by Law to be public information.

The CHSD Business Office will provide the association with the following every 90 days, (including, but not limited to):

A list of all EA Bargaining Unit Members employed by Chippewa Hills School District for the current school year and concluding with the five (5) previous school years. The information provided should include, but not limited too the following for each Bargaining Unit Member,

1. Step and Degree placement for each of the requested years.
 2. Year of hire
 3. FTE Status for that year's employment
 4. Salary earnings for each school year.
 5. The annual amount paid by the district for FICA on behalf of each employee for each of the requested years.
 6. The annual amount paid by the district to MPSERS on behalf of each employee for each of the requested years.
 7. The MPSERS rate for each employee, NOT inclusive of UAAL percentages.
 8. The amount paid by the district each year for each person's medical insurance election.
 9. The amount paid by the district each year for each person's non-medical insurance election.
 10. The annual CIL amounts received by each enrollee who opted out of medical benefit coverage.
- F. The Board or designee shall give the president of the Association written notification of changes of existing Board policy or adoption of new policies which affect teachers' wages, hours or working conditions within fifteen (15) days of final adoption.
- G. On any new construction programs which are proposed or under consideration, the Association shall be given opportunities to make suggestions to the Board of Education or designee prior to adoption.
- H. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, gender, sexual orientation, disability and/or marital status.
- I. As state law mandates, a mentor teacher shall be promptly appointed for three (3) years for each probationary teacher for the purpose of assisting, informing and coaching the probationary teacher in the rights, responsibilities and ethics of the teaching profession in a non-threatening, collegial fashion. The following process shall be followed:
1. It is desirable that the internal mentor teacher shall be a tenured member of the bargaining unit with satisfactory evaluations and at least in his/her second year of tenure with the Chippewa Hills School District. A Master's Degree is desirable. The mentor teacher will have recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas. External mentors may also be appointed.
 2. Every reasonable effort shall be made to have a mentor who shall have the same background in major area of instruction (i.e. Lower Elementary to Lower Elementary, grade level to grade level, department to department, et cetera) as the probationary teacher. Every reasonable effort shall be made to match mentor teachers with probationary teachers who work in the same building.
 3. Except in unusual circumstances, the probationary teacher shall only be assigned one (1) mentor teacher at a time. An internal mentor teacher may have up to two (2) probationary teachers, if desired.
 4. The mentor appointment will be for three (3) years unless the mentor or mentee requests a change.
 5. The Board or designee and the Association agree the mentor/probationary teacher relationship shall be confidential. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the probationary teacher nor shall the probationary teacher be called as a witness in any grievance or administrative hearing involving the mentor teacher except in cases of misconduct.

6. Upon request, the Board or designee shall make available reasonable release time during the school year, so the mentor teacher may work with the probationary teacher in his/her assignment during the regular workday. Reasonable effort will be made to assign common preparation time for the mentor teacher and probationary teacher.
 7. Mentors shall be provided up to one day release time for training by the Board or designee within the first month of their assignment(s). The Association shall have the opportunity to review the training materials and/or agenda.
- J. Progressive Discipline: The Board or designee recognizes the value of progressive correction which begins with formal coaching (oral warning), and when appropriate, the affected collective bargaining unit employee will be notified in writing of alleged violations together with suggested corrections for improvement.

A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Coaching (oral warning), then
2. Written warning, then
3. Written warning with training provided and completed (at District expense), then
4. Training decisions will be made in collaboration with Administration, CHEA President or designee, and the individual.
5. One-day suspension without pay, then
6. Further suspensions without pay, then
7. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties agree that there may be cases that relate to progressive discipline that require escalation to a higher step that could include, but not limited too:

1. Child endangerment
2. Danger to school community
3. Other unprofessional conduct as defined by law

Escalation of steps will occur in collaboration with CHEA.

In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be penalized in their annual evaluation performance for the same incident.

Letters of discipline are expunged from an employee's file based on the following two-level system:

Level 1 covers any employee behavior that is considered counter to the educational environment and running of daily operations. Letters for this behavior shall be expunged after seven (7) years from both Building and Central Office personnel files.

Level 2 covers any employee behavior that is considered to be egregious and undermines the safety of children placed in the member's care. Letters of this type of behavior shall not be removed from the bargaining unit member's personnel file (Building/Central Office).

It is understood by the parties that the official personnel file for each unit employee consists of the (1) Central Office personnel file, which is the district permanent record file.

Unless waived by the unit employee, copies of all materials entered in the personnel file shall be given to the teacher within ten (10) days.

Unit employees shall have access to the file for examination in the presence of the administrator or his/her designee. A representative of the Association may be requested by the unit employee to accompany the unit employee in such review.

Unit employees shall have the right to insert a rebuttal to any item placed in the personnel file and it shall be attached to the item rebutted. Except where prohibited by law, all complaints received by the District, shall be reported to the unit employee within two (2) weeks after receipt of the complaint.

A teacher has the right, upon request, to have present a representative of the Association when the teacher is being disciplined and where that discipline will become a part of the teacher's personnel record.

"Seniority" shall be defined as non-terminated years of employment in the school district. There shall be two seniority classifications under this Agreement, K-12 and Alternative Education. Accrued seniority shall not be transferred from one classification to another.

1. Leaves of absence shall not be considered termination; seniority date shall be either:
 - a. Date of Board or designee approval of the teacher's initial contract or
 - b. Date of first day worked, whichever comes first.

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

2. A seniority list of all teachers (by classification) shall be prepared by Central Office by October 1 and verified by the Association within twenty (20) calendar days of its issuance. Any alleged errors in the seniority list may not be the basis of any grievance if not appealed within twenty (20) calendar days of the error's first appearance in the seniority list issued by the Board or designee. The seniority list will also be distributed to all individual bargaining unit members by the association during the objection period.
 3. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leave of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty Leave.
- K. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or designee, or participating in any professional grievance negotiation, including arbitration or appearance in court, shall be released from regular duties without loss of salary or leave time.

ARTICLE 3 - RIGHTS OF THE BOARD

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;

ARTICLE 4 - PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the member, the Board or designee shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Fund, or any other plans or programs approved jointly by the Association and the Board or designee.
- B. Authorization for deduction for annuities may be submitted once quarterly (9/1, 12/1, 3/1, 6/1).
- C. Available annuities are listed in Schedule C. Additional annuity companies may be added upon mutual agreement by the Board or designee and the Association and on the further condition that there are at least three (3) participants. Bargaining unit members enrolling in the added companies will be subject to a service charge agreed upon by the Board or designee and the Association.
- D. Such authorized deductions shall continue in effect until such authorization is formally revoked by the teacher in writing.

ARTICLE 5 - TEACHING HOURS AND CLASS LOAD

A. Working Hours:

1. K-12 Program.

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

The regular work day of the teacher will be seven hours and thirty minutes, and include the student school day. Further teachers may leave the building prior to their scheduled ending time on other days if approved by building administration.

It shall be the option of every member to respond to any work related item outside of the regular work day.

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

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

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

- B. The building administration, in collaboration with the CHEA representative(s), shall develop recommended building time schedules designating class periods/blocks, passing times, and lunch periods.. The faculty will be afforded the opportunity to review the recommendations from above prior to their implementation. All building time schedules must meet required days and hours of instruction so that the district receives full foundation allowances and other appropriations based on student instruction time. Collaboration between the middle and high school faculties and administration may be necessary. Collaboration between all elementary schools will be necessary to ensure instructional time, preparation time, and non-duty time will be consistent in all elementary buildings.

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

- C. In the event that a situation arises where the school program will benefit, teacher report and leave time and the student classroom day commencement and termination time shall be adjusted. This will not lengthen the teacher work day without a negotiated agreement between the Board or designee and the Association.
- D. Secondary teachers in the middle and high school, except for guidance counselors, shall receive an unassigned preparation period equal to a teaching period to be used for class preparation on each day that students are in attendance and receiving instruction. The board or its designee(s) will meet with the faculty and/or negotiating team when discussing changes that affect the number of teaching periods and/or term format. Reasonable efforts shall be made by the administration in scheduling assignments to minimize the number of teachers to be assigned more than three (3) different preparations.

- 1. Elementary teachers shall receive no less than 150 minutes of preparation time per week. One hundred twenty-five (125) minutes of said time shall be in five (5) blocks of no less than twenty-five (25) consecutive minutes each block in a normal week. Elementary faculty and administrators will collaborate to create additional opportunities for preparation time. This time shall be free from student supervisory responsibilities.

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

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

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

- E. All K-12 teachers will be entitled to a minimum of thirty (30) minutes for a duty free lunch period.
- F. Teachers shall be expected to attend meetings called by the administration before and/or after regular school hours. These meetings are not to exceed 25 hours yearly. Meeting dates will be set prior to the end of the first full week of school in collaboration with the staff and administration. In the event of an emergency, meetings called will not be included in the 25 hours of annual meeting time. Teachers missing monthly meetings will be expected to make up that content as arranged by the building principal.
- G. No K-12 teacher shall be involuntarily regularly assigned lunch time supervision unless all other available members of the teaching staff have refused to volunteer for such assignment. If a K-12 teacher is assigned lunch time supervision, then he/she shall be compensated at the rate specified in Schedule B for performance of this duty. Provided that if any person regularly assigned to such lunch time supervision shall not perform such duties to the satisfaction of the building principal, the principal may reassign said person to a teaching assignment, and assign another staff member to lunch time supervision.

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

- A. The parties recognize that children having special physical, mental, and emotional problems and learning disabilities may require the attention of specialists. If teachers believe that such students are assigned to their classroom, they shall consult with their building principal regarding diagnostic referral pursuant to provisions of P.A. 198 of 1971, as revised.

- B. The administration shall make reasonable efforts to avoid inequitable disparities in assigning mainstreamed students to regular classrooms. Each student shall be assigned to a regular classroom for attendance purposes. Mainstreamed students shall be counted on an FTE (full time equated) basis for purposes of determining overload compensation and/or aide time as designated in Article 7 Paragraph A Section 1.a. and Article 7 Paragraph A Section 1.c. FTE shall be computed using the following formula:
- a. $\text{FTE} = \text{number of minutes a student is in a classroom} / 195 \text{ minutes}; \text{full time student} = 1.$
 - i. For Example:
If a special student is in a classroom 4 hours, the calculation would be as follows:
 $240 / 195 = 1.2 \text{ students (FTE)}$
- C. Where the district obtains deviation(s) from Michigan Department of Education Special Education Rules, the Association shall be apprised of such necessity prior to the pursuit of deviations. If the district obtains a deviation from Michigan Department of Education Rules pertaining to caseloads and enrollment in special education categorical or resource rooms, the teacher shall be compensated at \$2.50 per day for each student on the teacher's class load above the maximum in the Michigan Department of Education deviation.
- D. The parties acknowledge that the policy of least restrictive environment is legally mandated. They also recognize that the extent to which any eligible student with disabilities should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). All teachers recognize and accept the responsibilities of attending IEPC meetings.

If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person.

- E. Where mandated school health services are necessary to maintain a student in an educational setting, training will be provided to each teacher prior to the placement of a 504 or special education pupil in the teacher's room. This training shall include an explanation of procedure(s) for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification or termination of the procedures. No bargaining unit member shall be required to provide school health services for any student, except in emergency circumstances.

ARTICLE 7 - CLASS SIZE

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

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

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall meet the following standards:
- 1. Elementary (grades K-4)
 - a. The suggested class size for K-2, shall be twenty-four (24) students per class.
 - b. The suggested class size for 3-4, shall be twenty-seven (27) students per class.

- c. Whenever the suggested maximum is exceeded, the teacher shall be compensated \$2.50 for each student above the maximum.
 - d. Overloads will be paid at the end of the school year.
 - e. Requests to be paid must be turned in one (1) week after the last day of school.
 - f. Payments will be made within two (2) weeks of the above referenced time.
 - g. The administration shall equalize the class size within grade levels in the buildings after consulting with the teacher and whenever possible
 - h. Combination rooms shall only exist in grades 1-4. Compensation for the teacher of the combination room shall be \$6000 per year.
- 2. Middle School (grades 5-8)
An average of 30 students per period per day, excluding study hall, music (performing groups), shall be the suggested maximum. In the event the suggested maximum is exceeded by 3 students or more, the class loads shall be equalized whenever possible.
- 3. High School (grades 9-12)
An average of 30 students per period per day, excluding study hall, music (performing groups), shall be the suggested maximum. In the event the suggested maximum is exceeded by 3 students or more, the class loads shall be equalized whenever possible.

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

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

- 4. Mosaic School
The suggested maximum class lists shall be:
 - a. High School - 25
 - b. JH (MS) - 16

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

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

Teacher reference materials, duplication facilities, closets, presentation boards, teacher's texts, electronic resources as available and all other materials that the Board or designee deems necessary for normal instruction.
 - 2. K-12 teachers shall be relieved, to the best ability possible, of cafeteria, playground, custodial, bus duty, and similar non-professional responsibilities.
 - 3. To make available in each school where K-12 teachers are assigned adequate lunchroom and restroom facilities and at least one room, which shall be reserved for use as a faculty room. Provision for such facilities will be made in all future buildings.
- C. Under no conditions shall a teacher be required to drive a school bus.
- D. Electronic resources as available shall be made available to teachers for their responsible use.

- E. Substitute teachers will be provided with lesson plans for the day by the classroom teacher so that normal classroom activity can continue.
- F. Parking facilities shall be provided and maintained for teacher use.
- G. Each teacher shall maintain with the office of the superintendent of schools and the building principal, the current correct address and phone number which may be used to contact them in emergency matters while they are in the employ of the school district.
- H. All teachers are covered by Michigan Workers' Disability Compensation Act. Accidents and injuries are to be reported to the employee's supervisor as soon as possible. Employer liability shall be in accordance with the law.
- I. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Teachers shall immediately notify their immediate supervisor of any allegedly unsafe or hazardous conditions.
- J. Libraries and computer labs will be open for student use during all student attendance days of the school year.
- K. Teachers shall provide discipline and supervision over those students in their charge and assume responsibility for the maintenance of order among all students within their sphere of effective control while in performance of their employment, especially immediately before and after school and between classes.

ARTICLE 8 - CURRICULUM

- A. The Board or designee recognizes Michigan Department of Education, Academic Standards, and/or courses with State Certification Guidelines, as the supported curriculum for the district of Chippewa Hills School District.
- B. The Board or designee recognizes the importance of teacher involvement in the proposal, alignment, review, and selection process of new initiatives, innovations, and courses to meet standards within the approved curriculum. In collaboration, the district will follow the CHSD/MTSS proposal, alignment, review, and selection process for new initiatives, innovations, or courses to be presented to the Board of Education or designee for consideration. Considerations will be made based on the following process: See APPENDICES F, G, and H.

It is recognized that the Board of Education or designee has the final decision making authority with regard to new initiatives, innovations, and courses. The Board or designee realizes the value of working through the CHSD/MTSS process that involves staff input and support and should not arbitrarily deny reasonable requests that receive support through the CHSD/MTSS proposal, alignment, review, & selection process and granted District Implementation Team (DIT) support. It is also understood that the Board or designee may make decisions based on financial limitations.

- C. The Board or designee recognizes the importance of replacing or updating resources** to effectively teach relevant and 21st century skills for our district to prepare students that are productive members of society. In collaboration, the district will follow the CHSD/MTSS proposal, alignment, review & selection process for replacing and updating resources from approved initiatives, innovations, and courses previously offered where need and relevance still apply, and for the addition of new secondary courses where need is determined. Considerations will be made based on an identified need to replace or update, resources or courses and alignment to the supported curriculum standards. See APPENDICES F, G, and H.

It is recognized that the Board of Education or designee has the final decision making authority with regard to replacement or updated resources, but the Board or designee realizes the value of working through the CHSD/MTSS

process that involve staff input and support, and should not arbitrarily deny reasonable requests that receive support through the CHSD/MTSS proposal and alignment process and granted DIT & CHEA DIT Designee support. It is also understood that the Board or designee may make decisions based on financial limitations.

- D. New Secondary Courses must be proposed by November 1st to be considered for scheduling for the following school year. Changes at the State level supersede the November 1st deadline if changes are made to standards or curriculum affecting course offerings after that time.

*District Implementation Team membership shall include a Board of Education member or designee, Superintendent, Administrators, and Teachers from each level, and the CHEA DIT Designee.

**Resources: Textbooks, Lab Kits, Consumables, Workbooks, etc. (List is not exhaustive.)

APPENDIX F: Overview CHSD/MTSS New Innovation(s) or Initiative(s) Process

APPENDIX G: CHSD/MTSS Proposal

APPENDIX H: CHSD/MTSS Align, Review & Selection Process

ARTICLE 9 - QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers shall not be assigned outside the scope of their teaching certificates (for those assignments requiring a teacher certificate) and their qualifications. The parties recognize that, in specified circumstances, the Revised School Code enables the Board or designee to hire and retain non-certificated professionals for specific assignments.

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

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

1. holding a major or minor appropriate to the subject areas or grades of assignment; and
 2. meeting all applicable standards for a highly qualified teacher.
- B. Any instructional assignments in addition to the normal teaching schedule during the regular school year, shall not be obligatory, but be done as follows: assignment(s) will be offered to teachers regularly employed in the district based upon current schedule, certification/qualification, building, and seniority. Compensation for additional teaching assignments will be paid 7% per trimester utilizing the step 1 BA rate on the “Salary Table 2”.

ARTICLE 10 - VACANCIES, PROMOTIONS AND TRANSFERS

- A. “Temporary vacancy” shall mean a bargaining unit position held by a teacher on a leave of absence or any position posted and filled seven (7) days prior to the first school day for students. Teachers on layoff from the district shall be offered any temporary vacancy for which they are certified and qualified, according to classification seniority. Vacant positions in Schedule B shall not be considered temporary if they extend beyond the academic year or season.

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

- B. "Permanent vacancy" shall mean a bargaining unit position newly created (including, but not limited to, positions created by increased enrollment, revised curriculum, and increased sections at grade/ subject levels) or a bargaining unit position the Board or designee determines to fill, which is vacant because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.
1. Whenever any Permanent Vacancy (bargaining unit teaching vacancy), including schedule B positions, exists, the Board, or designee shall publicize the same by posting the vacancy on the association Board or designee for a period of not less than three (3) work days. A copy of the posting shall be forwarded/emailed to every member of the Association. Postings of permanent vacancies which occur during the summer months shall be e-mailed to the Association members. For schedule B vacancies applicants must use "Vacancy Request Form" (Appendix D).
 - a. Any teacher possessing the proper certification and highly qualified status wanting to apply for a teaching vacancy may do so in writing, using the Interest to Transfer form (Appendix A), to the superintendent's office within a three (3) day period. The Board or designee agrees to consider the professional background and attainments of all applicants, including degree(s), certification, qualifications, area of specialization and other relevant factors. An applicant with less service in the district shall not be awarded such positions unless they are the "most qualified" teacher for the position.
 - b. Said positions shall be filled in accordance with the procedure outlined in section 4 below.
 2. In the event a teaching position becomes a permanent vacancy after the first 10 days of the school year, the Board or designee shall post as a "Temporary Vacancy" and fill as a "Permanent Vacancy" at the end of the school year using the Job Posting Protocol to ensure certified and qualified teachers are being sought to fill openings. Mid-year vacancies shall not be filled by transfer of currently assigned teachers during the school year.
 3. Summer Months: During the summer months when regular school is not in session, the employer will provide, via email to all bargaining unit employees, all vacancies as described above. Positions so posted shall remain posted at least twenty-four (24) hours prior to being filled. Application may be made in the same manner as described above. Likewise, these positions shall be filled on the same basis.
 4. Awarding of Vacancies: Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section. The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:
 - a. Employees awarded the position must have been rated as "highly effective" or "effective" in four of the last five evaluations and in conjunction with the Association and Administration. Teachers with "highly effective" or "effective" will all be deemed as "effective" in the criterion of evaluation. In the event no internal employee meets this criterion, then this requirement shall not apply.
 - b. If 2 or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.
- C. Assignments, transfers and other movement of personnel between Alternative Education and K-12 seniority classifications shall not occur, except as otherwise agreed upon by the Board or designee, the Association and the affected teacher or where such personnel action is necessary to comply with the Teachers' Tenure Act. When only external applicants are being considered, members of one seniority classification may apply for a permanent vacancy in their own or another seniority classification, and will be granted an interview, provided that they are certified and

qualified for the vacancy. All transfers, reassignments and the awarding of vacancies under this agreement shall operate separately by seniority classification.

- D. A “transfer” shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee’s position or assignment to another position or assignment within the bargaining unit, (2) building assignment, (3) grade level(s) in the elementary buildings (4) subject area(s) included in an assignment, and (5) Special Education assignment. Transfer awarding of vacancies shall be first governed by the language in Article 10 B.4 pertaining to vacancies. Other transfers will be governed by this Section.
- E. “Involuntary transfers” may be affected only for reasonable and just cause. A notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only cause involving the individual’s performance or as part of a necessary reduction/shift of force, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Layoff and Recall Article of this Agreement.
- F. In the event of a layoff, involuntary transfers may be made to allow a laid off teacher to return to a position for which the teacher is certified and qualified.
- G. Beginning in the 2024-2025 school year, any teacher awarded a non-bargaining unit job within the District and later return to teacher status shall be placed at the same step on the Seniority list.
- H. Teachers who take a temporary combination room posting shall retain their job of record. When a teacher takes a combination room assignment, the position that the teacher vacates shall be as a temporary position, if needed. A teacher will lose his/her job of record by taking the temporary position vacated by a teacher taking the combination room. A combination room posting may not be taken by a teacher on an IDP.
- I. Postings for available positions will be done in collaboration with the CHEA and Admin.

ARTICLE 11 - PAID TIME OFF (PTO)

- A. Paid time off (PTO) is a benefit that allows employees to take time away from work while still getting paid at their regular rate. PTO can be used for a variety of reasons, including but not limited to: emergencies, illnesses, sudden necessities, planned vacations, personal time, parental and disability leave.

PTO will be allocated in the following manner and may be used in either full day or half day increments

1. Teachers with 1-2 years of service to the district, will be credited with ten (10) days on initial day of employment each year.
 2. Teachers with 3-30+ years of service to the district, shall be credited with fifteen (15) days on initial day of employment each year.
 3. If a probationary teacher terminates service before the end of his/her contract term, a deduction will be made for all PTO used in excess of one (1) day per month. If a tenure teacher, the deduction will be for all PTO used in excess of two (2) days per month. This deduction will equal the per diem of the teacher's salary.
- B. PTO shall be credited on the initial day of employment each year. PTO shall accumulate to a maximum of 120 days.
 - C. Up to five (5) prearranged days may be used consecutively once per school year not occurring immediately before or after a scheduled break. Medical documentation, for unplanned absences, will be required for absences of four (4) consecutive days.

- D. All teachers who at the end of any given academic year, have accumulated in excess of 120 days as of July 1, shall be reimbursed for each day over 120 days, at the rate of \$75.00 per day and their balance corrected to 120 days.
1. Retirement benefit - Any teacher eligible under State of Michigan law to retire and who does so shall be reimbursed for each accumulated day of PTO leave as of the effective day of retirement at \$75.00 per day.
 - a. All retiring teachers eligible for reimbursement under Paragraph B, Section 2 above, shall choose one of the following options for receipt of the reimbursement amounts for which they are eligible:
 - i. Option 1: The teacher shall be paid the reimbursement amount in a lump sum.
 - ii. Option 2: Upon exhaustion of the contractually provided health care benefits, the Board or designee shall provide, without cost, MESSA Choices II for the teacher's entire family until the amount for which the teacher is entitled to reimbursement under Paragraph B, Section 2 has been exhausted.
 - b. Teachers retiring under the Universal Buy-In provision may elect to be reimbursed \$65.00 per day for each accumulated day of PTOs of the effective day of retirement when offered.
 2. If any teacher dies while in the service to the Chippewa Hills School District, the teacher's heirs-at-law shall be paid for their remaining days at the full daily substitute teacher rate per day.
- E. All unused PTO shall be noted on each paycheck. PTO shall not be deducted for school sponsored or related activities.
1. Prolonged disability - A prolonged disability shall be defined as absence from work for five (5) consecutive days or more. Any teacher shall notify the building principal upon the determination that the period of absence will be five or more days so that further arrangements may be made with the substitute to assure better continuity of education. The notice shall contain the anticipated number of days absent. Changes therefrom may be made only after a written doctor's notice of ability to return at least one day in advance of return.
 2. Anticipated prolonged disability - Any teacher who can anticipate prolonged disability (such as scheduled surgery, other confinement to home or hospital including maternity) shall notify the building principal in writing as soon as possible. The notification shall contain the projected dates of absence. It is understood that use of PTO shall be only for the duration of the actual incapacity and the Board or designee reserves the right of written verification from a physician. In cases of childbirth, notification shall be at least thirty (30) calendar days in advance of the projected period of absence.
- F. Teachers are responsible for notifying the designated office absence reporting number or designee every effort should be made to do so no later than one hour and thirty minutes before scheduled reporting time to report the use of PTO.. If this is impossible, the teacher should call the building principal. If a teacher knows the absence will be extended another day or more, the building principal shall be notified before the school day ends.
- G. A teacher who is unable to perform an assigned function due to personal illness or injury and who has exhausted all accumulated PTO, may be granted a leave of absence for the remainder of the school year at the teacher's request. This may be extended at the discretion of the Board or designee.
- H. PTO/Sick leave bank - At the beginning of each school year an open enrollment period which coincides with the insurance open enrollment period, shall be made available for teachers to enroll in the PTO/sick leave bank. For the purpose of this provision, PTO/sick leave is defined as time needed away from the job because of illness. New teachers hired after the open enrollment period shall have thirty (30) calendar days to enroll in the bank. Each teacher enrolling in the bank will contribute one (1) day of PTO/sick leave to the bank.

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

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

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

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

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

1. If there are more donors for an individual than this limit, donations will be taken in inverse order of seniority among the donor members.
2. The donating member will have his/her accumulated PTO/sick leave debited for the day donated and the receiving member will receive a credit for the donated day(s). That credit will then be applied against the days borrowed from the PTO/sick leave bank.

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

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

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

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

The PTO/sick leave bank will be administered by a committee composed of members from the Association's executive Board or designee and will work collaboratively with the business department.

Rules and guidelines regarding the use of PTO/sick bank time is outlined in Appendix C

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

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

- I. The first seven (7) bargaining unit members that apply to extend any school holiday, vacation or recess period shall be granted not more than one (1) day of PTO. PTO shall not otherwise be used to extend a school holiday, vacation or recess period. The application to use personal leave to extend a school holiday, vacation or recess period shall be submitted to the Superintendent not less than five (5) school days in advance of the day(s) on which leave will be used.

The Central Office shall date stamp the applications and any more than one (1) received on the same day shall be ordered by seniority.

Twenty-four (24) hours advance notice must be submitted to the superintendent or designee when requesting the use of the above listed leave, except when an emergency situation dictates otherwise.

- J. There will be no loss of PTO days or pay to teachers who prearrange PTO days when schools are closed because of inclement weather.
- K. PTO may be utilized for days away from off, personal illness, personal injury, and illness in the teacher's family. Immediate family is defined as the following relatives of the teacher or teacher's spouse: spouse, children or stepchildren, parents or stepparents, brothers or step brothers, sisters or step sisters, grandparents or grandchildren, parents-in-law, and daughters- or sons-in-law, brothers-in-law and sisters-in-law, and an individual living with the teacher on a non-commercial basis.
 - 1. Teachers absent from duty because of the death of a member of the immediate family or a relative with whom they may at the time be living, may draw a regular salary not to exceed three (3) days per occurrence. These days are independent of PTO/sick leave days and are not cumulative. If necessary, the provisions of Article 11, Paragraph A may be used.
 - 2. Teachers may use PTO to attend a funeral of a person not in the immediate family, unless the teacher's classes are covered by other teachers. In that case, no leave days would be used.
- L. A pregnant teacher may commence unpaid maternity leave at her option, any time after confirmation of pregnancy by her doctor. The Board of Education or designee desires the beginning and ending date to correspond as nearly as possible with the beginning and ending of a school year or semester.

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

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

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

ARTICLE 12 - PROFESSIONAL, CIVIC, JURY AND ASSOCIATION LEAVE

- A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's professional development. Additional days for professional development may be granted by the Superintendent at the request of the teacher. Professional development days must correlate to state regulations and school/district improvement plans, and be supported by funding within federal (i.e. Title IIA, Indian Education, etc.) or state grants. Professional development days shall be used for the purpose of:
 - 1. Visitation to view other instructional techniques or programs

2. Academic conferences, workshops, or seminars
 - a. A member's registration fee shall be paid provided ample time is given for processing payment upon approval of application.
 - b. Reimbursement of other expenses (travel, lodging, food, membership, etc.) shall be paid only if the administration has requested the teacher's attendance at the conference or if district or grant funds are available. All expense reimbursement is subject to prior administrator approval.
 - c. A school van is to be used if one is available. Mileage will not be paid for using a private vehicle if a van is available.
- B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, shall be paid their regular salary for such time spent on jury duty or giving testimony, without deduction from leave days. The teacher will remit any juror or witness fees received (exclusive of reimbursed expenses) to the district as a condition to salary continuation under this provision. If the teacher is released from jury duty and is able to report to their designated building by 11:30 a.m., they are required to return to work unless they choose to submit a ½ personal day or an equivalent amount of comp time leave. If the teacher is unable to return to their designated building by 11:30 a.m., they are not required to return to work.
- C. Any teacher called away from the classroom during the school day because of an emergency connected with a public service position held by the teacher (i.e. fire fighter, EMT) shall reimburse the district an amount equal to the compensation realized from the public service position for the performance of that duty. Leave time will not be deducted.
- D. Official delegates of the Association shall be entitled to attend official sessions of the Michigan Education Association Representative Assembly and other local, state or National Education Association business without loss of pay limited to a total of thirty (30) teacher days to be used bi-annually.
- E. The Board or designee shall provide up to ten (10) days per school year leave with pay for those teachers who are duly elected or appointed office holders in state and national professional and educational organizations.
- F. No more than seven (7) teachers shall utilize leave under Paragraphs D and E of this article on any one school session day.

ARTICLE 13 - SABBATICAL LEAVE

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

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

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

ARTICLE 14 - UNPAID LEAVE

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

ARTICLE 15 - ACADEMIC FREEDOM

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

ARTICLE 16 - TEACHER EVALUATION AND PROGRESS

- A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 2. an evaluation of the teacher's job performance with timely and constructive feedback.
 3. clear approaches to measuring student growth with relevant data on student growth.
 4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.
 5. the use of student growth and assessment data as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
 - b. The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
 - c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
 6. The 5D+ year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process
1. The negotiated 5D Evaluation System, Post-observation feedback form, "Year-end Evaluation Reporting form", and Individual Development Plan (IDP) form are attached and included in this agreement in Appendix M.
 2. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be observed and evaluated at least four (4) times during the school year; prior to May 1st. For probationary teachers having an employment anniversary date other than at the beginning of the school year, the final evaluation must be completed not less than twenty (20) school days prior to the conclusion of that teacher's probationary year. For teachers hired after the start of the school year, observations will be prorated based on hire date. Each formal observation shall be made in person for a minimum of fifteen (15) consecutive minutes. For tenured teachers on an IDP, One consistent administrator will be involved in the observation and formal evaluation of the teacher.
 3. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation and within thirty (30) days if there is a change of evaluating administrator. If no notification is provided by September 30 of each year, that teacher shall not be evaluated and deemed "effective" per the year-end evaluation determination.
 - i. Evaluations shall only be conducted by building principal or assistant principal.
 - b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson prior to the scheduled observation. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.
 - c. The observation must include a review of pupil engagement in the lesson that is observed.
 - d. In order to ensure 3.b and 3.c above, the observation shall be no less than fifteen (15) minutes observed.
 - e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 3.b and 3.c before the classroom observation occurs.
 - f. Feedback on both 3.b and 3.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback.

- g. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than December 15 of each school year.
 - h. All observations of the performance of a teacher by an administrator shall be conducted openly and with full knowledge of the teacher.
- 4. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
 - a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher prior to May 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
 - b. Effective- (4.0-2.7)- Developing (2.69-1.4)- Needing Support (0-1.39)
- 5. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year, unless building administration can justify a higher evaluation for the current year, if it was conducted by the district.
- 6. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third (3rd) year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.
- 7. In addition to the above procedures, teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
 - b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 4, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - d. A Mentor teacher shall be informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
- 8. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
- 9. All teachers have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
- C. Rights of Tenured Teachers:
 - 1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.

- ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
 - 2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 18, using reasonable and just cause standard of review when issuing any findings or remedies. (Grievance procedure Article 18 if it is inclusive of Binding Arbitration and allows the Arbitrator to issue any appropriate remedy.)
- D. Training on Evaluation system, tools, and reporting forms:
- 1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.
 - 2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE and an opportunity to be witnessed by an Association representative that minimally includes all of the following:
 - a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix.
 - b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
 - c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
 - d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
 - e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

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

- 3. In the event that the teacher feels the evaluation was incomplete or unjust, the teacher shall put any objective in writing and have them attached to the evaluation report to be placed in the teachers personnel file
- 4. A teacher shall have the right to review the contents of all records of the district pertaining to said teacher originating after original employment and to have a representative of the Association accompany the teacher in such review. The teacher may submit a written notation regarding any material in question. If the teacher believes that the material to be placed in the teachers file is inappropriate or in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in the teacher’s file, such signature shall be understood to indicate awareness of the material, but in no instance shall signature be interpreted to mean agreement with the content of the material. A statement to this effect shall precede the teacher’s signature.

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

Each bargaining unit member should receive written notification of any materials, excluding materials of a standard operating procedure as required by the business office, being entered into his/her personnel file or any file that is subject to the Freedom of Information Act. In the event that an employee’s file is FOIA’d, the employee shall be notified of the district’s receipt of the FOIA request. When the FOIA request is received

during the school year, it will be communicated to the employee. Upon request, the teacher and the Association will be given a copy of the FOIA request and an opportunity to meet with the superintendent (or designee) regarding the district's response to the FOIA request.

ARTICLE 17 - PROFESSIONAL BEHAVIOR

The Association recognizes that abuse of PTO, chronic tardiness or absence, willful deficiencies in professional performance, profanity while students are present, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Association will use its best efforts to correct breaches of professional behavior by any teacher if the Administrator or Board or designee notifies the Association of such breaches.

Teachers will be allowed to possess second jobs outside of the school setting with other businesses, but will not be allowed to work those jobs or carry out associated business during regularly scheduled school hours.

ARTICLE 18 - PROFESSIONAL GRIEVANCE PROCEDURE

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

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

- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an attempt to resolve the grievance. The principal or supervisor shall indicate a disposition of the grievance, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the Association. A copy of the grievance and the disposition in writing shall be forwarded to the superintendent by the principal or supervisor.
- D. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within ten (10) school days from the date of the filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or designate shall meet with the Association on the grievance and shall indicate a disposition of the grievance, in writing, within five (5) school days of such meeting and shall furnish a copy thereof to the Association. The Association shall respond to the Superintendent's disposition within five (5) school days.
- E. If the Association is not satisfied with the disposition of the grievance by the superintendent or designate or if no disposition has been made within five (5) school days of such meeting, or ten (10) school days from the date of filing with the superintendent, whichever shall be later, the grievance shall be transmitted to the Board or designee by filing a written copy thereof with the secretary of the Board or designee and the superintendent or other designate of the Board at least ten (10) school days in advance of the next regularly scheduled Board meeting. No grievance need be heard at a Board meeting without such ten (10) school days advance filing, unless the Board or designee shall waive said time limit. The superintendent shall notify the Association of the hearing date. Disposition of the grievance, in writing, by the Board or designee, shall be made no later than fifteen (15) school days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the Board or designees' disposition or if no disposition has been made within fifteen (15) school days of the Board hearing, the grievance may be submitted to arbitration before an impartial arbitrator. The demand for arbitration shall be made within fifteen (15) school days after the Board or designee

disposition or the deadline for the Board or designee disposition, whichever comes first. If the parties cannot agree to the arbitrator within five (5) school days from the notification date that the arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board or designee and the Association shall not be permitted to assert in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

- G. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board or designee and the Association, subject to the right of the Board or designee and the Association to judicial review and any lawful decision of the arbitrator shall be forthwith placed into effect.
- H. Arbitration proceedings shall be subject to the following:
 - 1. The cost of arbitration shall be shared equally by the parties. Each party shall assume its own cost of calling witnesses.
 - 2. Time limits provided in this article shall be strictly observed but may be extended by a written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board or designee shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - 3. Nothing contained herein shall be construed to prohibit an individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.
 - 4. Allegations of unfair labor practices listed below shall not be subject to binding arbitration:

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

- O. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed, except in cases involving wage loss.

ARTICLE 19 - MAINTENANCE OF STANDARDS/COMPLETION OF AGREEMENT

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

ARTICLE 20 - REDUCTION OF PERSONNEL

- A. In the event that a professional staff reduction becomes necessary for any reason, to promote orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:
 - 1. The Board or designee agrees to notify the Association when the possibility of reduction of professional staff exists. At this time, the Association will be provided with the reasons leading to this decision.
 - a. If possible, layoff notices shall be received by all affected bargaining unit members by certified mail, or personal service, no later than the close of the school year. All K-12 teachers to be laid off shall be given a minimum of Forty Five (45) calendar days notice prior to the start of the next school year. Because of the unique nature of the Mosaic School alternative education program and the total dependency on student enrollment each semester/trimester for class scheduling, the parties recognize that layoffs of alternative education teachers may occur due to drop in enrollment conditions without the advance notice required by the proceeding sentence of this paragraph.
 - b. Provided, that initial notice of layoff may be given by the superintendent of schools, subject to subsequent ratification by the Board or designee. This provision shall apply to mid year layoffs occasioned by another teacher returning from a leave of absence, as well as layoffs for other reasons. Provided, further, that the Board or designee shall make reasonable efforts to implement layoffs in the K-12 program at the end of the academic year.
 - c. Layoff notices may occur during the summer months as a result of reduction in State Aid. Notification in this instance will occur as soon as possible.
 - d. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law. Where evaluation ratings are the same, the bargaining unit member with the highest seniority shall be retained.
 - e. If reduction is still necessary, then tenured teachers will be laid off in the inverse order of qualification as defined in Article 10.B.4, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 10.B.4) teacher(s) are not available to staff

programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

2. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 10.B.4).
 3. The Association will be notified of the contemplated reduction in personnel prior to the layoff notices being distributed to the teachers.
 4. Bargaining unit members being recalled during the summer months (end of school year to August 1), will be given three (3) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment. From August 1 until the first day of school a bargaining unit member will be given three (3) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment. It shall be the responsibility of the teacher to notify the Central Office of any change in address.
 5. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Central Office at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Central Office at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify Central Office, in writing, of any inaccuracies in Central Office records and/or any changes as they occur.
 6. Definitions:
 - a. Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, renewals, revocations, expirations, notice of additional endorsements, certificates, and/or approvals required by law to serve in the position assigned. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement. The teacher shall provide written notice to the Central Office and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district.
 - b. Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of “qualified” status for any position in the district shall be determined by the process outlined in Article 10.B.4.
 7. During the school year bargaining unit members being recalled will be given three (3) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.
 8. No new bargaining unit members shall be hired in a subject area before bargaining unit members who are laid-off from other subject areas who may be qualified and who possess the necessary qualifications are recalled or decline a part-time opening.
 9. Refusal or acceptance of a position that is less than full time shall not affect a teacher's recall rights to a full time position. In recalling teachers from layoff, no teacher will be terminated, lose recall rights or seniority if the teacher is, at the time of recall, under contract with another district, provided however, that such exemption from recall obligation shall permanently expire two (2) weeks prior to the end of the districts academic year in which the original notice of recall is issued.
 10. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 10.B.4 and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such cases, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.
 11. Reduction of a position by the Board or designee from full time to part time, shall be considered a partial layoff and subject to the provisions of this article.
 12. The Board or designee and Association will confer prior to making transfers and assignments regarding the reduction and recall of the professional staff.
- B. Laid off teachers are paid at the per diem rate established for substitutes and otherwise do not have rights as bargaining unit members while serving as a substitute.

- C. Provisions for early retirement shall be made for the teacher who may wish to do so when offered, providing there is no conflict with established state retirement policies.
- D. Teachers laid off shall have insurance benefits continued and paid by the Board or designee in accordance with the provisions in Schedule D (Fringe Benefits) until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- E. Laid off teachers who are recalled to fill vacant positions shall suffer no loss of seniority or tenure granted by the district earned prior to layoff.

ARTICLE 21 - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly, agrees that it will not, during the period of this Agreement, directly engage in or assist in any strike against the Chippewa Hills School District.
- B. Nothing in this article shall require the Board or designee to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed, teachers shall not be required to report for work. Additionally, nothing shall require the Board or designee to keep schools open in the event of a labor dispute with employees outside the bargaining unit. Teachers shall be paid for all such periods.
- C. At such times when weather or other emergency conditions cause the school district buildings to not open as determined by the superintendent, employees shall not be expected to report for work. Employees shall have no reduction in compensation.
 - 1. Should existing interpretation by the State Board of Education/State Legislature dictate that school districts such as the Chippewa Hills School District, be required to make up time of instruction missed due to inclement weather or by an Act of God, or should the State Board of Education/ State Legislature penalize the Chippewa Hills School District for not making up such time, the first seven consecutive work days (Monday through Friday) following the school calendar last day of student instruction for that school year shall be made available for that purpose.
 - 2. The amount of instructional time required to be made up during a calendar year is legislatively set, the Board of Education or designee will determine whether all or part of the instructional time will be made up. For each day beyond the legislatively set or approved days required to be utilized for make up of instructional time, no additional teacher salary or increases in other benefits shall be incurred by the school district.
 - 3. At such times when weather or other emergency conditions cause the school district buildings to not open as determined by the superintendent, employees shall not be expected to report for work. Employees shall have no reduction in compensation.
 - 4. In the event that additional time beyond the aforementioned legislatively dictated days are needed for the purpose of make- up of instructional time missed due to inclement weather or by an Act of God, the Board of Education or designee and Chippewa Hills Education Association agree to enter into negotiations to formulate a plan of action and to negotiate any additional contractual obligations for that calendar year.

5. In the event year-end obligations are not met on the last staff instructional day, members may be required by the building administrator, at no additional expense to the school district, to return the next work day to complete those obligations.
6. The Superintendent or designee and the Chippewa Hills Education Association President or designee will meet prior to May 1 of the affected calendar year to make necessary revisions in the school calendar.

ARTICLE 22 - PROFESSIONAL COMPENSATION

- A. The basic salaries and insurance of teachers covered by this Agreement are set forth in the schedules which are attached to and incorporated in this Agreement.
- B. Teachers required in the course of their work or extra duty to drive personal automobiles from one school building to another, shall receive the IRS rate per mile. The same allowance shall be given for use of personal cars for other business of the district as approved by the superintendent's office.
- C. Each teacher shall receive twenty-six (26) equal pays at two week intervals. The Board or designee shall make every effort to have paychecks ready early when vacation periods begin on or before a payday. Should a twenty-seven (27) pay period be necessary due to the school year, equal payments will be divided over the twenty-seven (27) biweekly payments with staff notified at least 90 days prior to the first pay of the school year impacted.
- D. Salary adjustments for completion of a degree or additional hours as specified in Schedule A, shall be made upon proof of completion of the requirements for the degree or credits. A graduate degree or additional hours must be earned from an accredited college or university. It is expected a graduate degree or additional hours will relate directly to the education profession. Beginning in the 2009-2010 school year, newly hired teachers wishing to move to the BA+30, MA, MA+30 or BA+60 salary schedule must either have earned a Master's Degree, Specialist's or Doctorate Degree, or have the 30 hours beyond their current rail approved by a committee made of the 2 CHSD BoE Professional Learning Committee members, 2 members of the administrative team as appointed by the Superintendent, and 2 CHEA members as designated by the CHEA President prior to taking the classes.

Newly hired staff will be placed on the CHSD BoE (or its designee) offered step and rail taking a teachers education and experience into consideration. Any adjustments to this placement that do not violate the Agreement can only be afforded by CHSD BoE (or its designee). Advanced level courses/degrees to be considered for newly hired staff (beyond January 2023) must be from an accredited university/college (as recognized by the aforementioned committee) and of graduate level work (i.e. 500+ level classes and/or classes beyond the normal educational undergraduate programming). Credits earned to receive a teaching certification will not be recognized for rail placements unless previous degrees warrant such consideration. This decision lies solely with the CHSD BoE (or its designee). New hires will be afforded the opportunity to consult with CHEA representation prior to accepting an offer from CHSD BoE.

- E. Teachers involved in voluntary extra duty assignments as set forth in Schedule B, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

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

- A. The Board or designee will accept applications from certified regularly employed teachers in the district for special teaching assignments, but the final decision in hiring teachers is left to the Board or designee. Teachers shall be compensated for teaching in any of such programs as per schedule. The Board or designee shall have the right to assign whom it deems to be the best qualified teacher for the special teaching assignment (See Article 9).

- B. The Board or designee agrees to the best of its ability, at all times to maintain an adequate list of substitute teachers. Teachers shall be required to use the school adopted absence request system. They shall endeavor to call no later than one hour and thirty minutes before their scheduled reporting time to indicate their unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Teachers who are asked by their administrator to give up their planning time, duty free lunch, recess time, or requested to attend IEP meetings will be compensated in accordance with the following conditions:
1. Teachers who give up their planning time, duty free lunch, or recess time, or are requested to attend an IEP meeting will accrue compensatory/special duty minutes. Each minute that is given up results in a minute being counted toward a compensatory/special duty day. Minutes are counted as compensatory/special duty minutes from the time the teacher arrives in the classroom until the coverage is terminated. When 420 minutes have been accrued, a compensatory day may be taken (if substitutes are available from those opting to participate in this plan or if no substitute is needed). If a substitute is needed from outside the district, a day may be taken if a substitute is available and in accordance with Article 11 H. The number of minutes that equal a compensatory day shall be determined at the beginning of each year should it differ from 420 minutes.
 - a. Compensatory minutes equivalent to five compensatory days may be carried over into the next year for 5-12 grade teachers. Compensatory minutes equal to 10 compensatory days may be carried over for K-4 grade teachers. Each day carried over will be equal to 420 minutes.
 - b. No more than five (5) days can be used in a year.
 - c. Compensatory minutes not carried over will be paid at the district's established substitute teacher rate per day at the end of each school year.
 - d. Special Duty Days will be paid at 7 times the special duty hourly rate at the end of each trimester.
 - e. The teacher shall follow the guidelines for using compensatory time as referenced in Appendix I.
 2. Teachers will voluntarily place their name and the time they are available on an emergency substitute list in each building by Friday of the first complete week of the school year. The initial list will be ranked by seniority by time available. If teachers are hired after the Friday of the first week of the school year, they will have the opportunity to place their names on the list. Teachers must elect to accrue either compensatory or special duty minutes. That election will be for the duration of the school year.
 3. If teachers are needed to substitute, the principal will contact the first teacher on the list, then the second, third, etc. The next time a teacher is needed, the principal will contact the teacher who was next on the list and proceed from that point. The list will constantly be recycled. If there are no volunteers, then the principal has the right to approach any teacher to substitute in an emergency situation.
 4. A teacher whose name is on the list may not refuse the principal's request, although extenuating circumstances will be considered.
 5. If a schedule B position must leave school early as part of his/her coaching responsibilities, the provisions of this Agreement will apply. The athletic director will determine the appropriate time for the coach to leave school.
 6. The principal or designee will approach teachers on the list before substituting in the class himself/herself. If for any reason, the principal determines in good faith that it is in the best interest of the students or staff to substitute and not to ask a teacher from the list, then the principal's action is not subject to grievance.
 7. The teacher will forward their time to the building principal. Both the teacher and principal must verify the time.

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

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

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

ARTICLE 24 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board or designee will support each teacher in maintenance of reasonable standards of discipline.
- B. A teacher may exclude to the principal's office a pupil from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as the teaching obligation will allow, full particulars of the incident. The length of exclusion from class will be at the discretion of the principal.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board or designee will advise the teacher of the teacher's rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher unless the teacher was not acting within the scope of Board policy. Notice of changes in either Board or administrative policies shall be given to all teachers. Copies of Board and administrative policies and changes are available on the District website
- E. The administration will take reasonable precautions to prevent any loss, damage, or destruction of personal property of the teacher while on duty in the school or on school premises. Replacement or repair of personal property will be discussed with building administration when necessary.

ARTICLE 25 - NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement, agree that all other items within this contract shall remain unchanged during the life of this Agreement and neither party may require the other to enter into negotiations for the purpose of altering or amending same, nor shall either party have power to require additions to this contract.
- B. One hundred and twenty (120) days prior to or before the termination date of this Agreement, representatives of the Association and the Board or designee will meet for the purpose of setting the ground rules for entering into negotiations on a new contract.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority

of the Board or designee, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. There shall be three (3) signed copies of the ratified Agreement for purposes of record. One (1) retained by the Board or designee, one (1) by the Association and one (1) by the superintendent.

- D. If the parties reach an impasse in any such negotiations, either party may invoke the mediation machinery of the MERC (Michigan Employment Relations Commission).
- E. It is understood that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. Where such problems arise, the Board or designee recognizes the right of the Association to consult with the administration and the administration shall cooperate in arranging meetings with representatives of the Association at reasonable times upon receipt of written request stating the matters to be discussed at such meetings. Discussions shall be limited to such items as may be specified in the written request. Notwithstanding the above, neither party shall be required to negotiate with the other during the life of this contract as specified in Paragraph A of this article.

ARTICLE 26 - PROFESSIONAL LEARNING

- A. Realizing the importance which a quality staff plays in the performance of the students, a mentor / professional learning program shall continue in the Chippewa Hills School District.
- B. A professional learning program will be carried out throughout the school year in alignment to school improvement plans, identified school/program needs and assisting teacher growth. All staff are expected to be in attendance on designated professional development days. Absences will require the teacher to attend an alternate professional development opportunity to meet the required number of hours as established by the state (30 hours annually). Alternate choices will be the employee's responsibility. District sponsored PL, pre approved through outside funding, will be an acceptable alternate choice (i.e. Title IIA funded conference, building book study, grant supported workshop, 31-A seminar, etc.) Documentation must be provided to the Central Office prior to June 30 of the current school year indicating the fulfillment of this expectation. Employees will not seek reimbursement for mileage to attend professional development at the Central Site or site within 30 mile radius for the first two (2) school year events. Additional professional development events requiring teachers to report to Central Site will be reimbursed at the federal rate from school to school only (if reporting back to the original site).
- C. In the event that severe inclement weather or other causes beyond the control of the Board or designee necessitates the postponement of a scheduled professional development, it shall be rescheduled for a later date in accordance with the following procedures.
 - 1. The superintendent shall confer with the president of the Association with regard to the feasibility of the alternative dates under consideration.
 - 2. Upon completion of the above, the superintendent shall set a makeup time and date for the postponed professional development, taking into consideration all relevant factors.
 - 3. Teacher attendance at the rescheduled professional development shall be mandatory, provided that each building principal may upon receipt of prior written application, authorize excused absence in the event of prior commitments by teachers which cannot reasonably be changed.
- D. Probationary teachers shall during the first three (3) years of their probationary status be required to participate (without being provided additional compensation) in professional development activities/programs provided by or scheduled by the School District. The aforementioned probationary teachers shall be required to participate in twelve (12) hours of professional development activities during the first and second years of their probationary status and six (6) hours during

the third year of their probationary status. The aforementioned hours of professional development activities shall be considered as a partial completion of the ninety (90) hours of professional development required by the State of Michigan Department of Education. The professional development activities/programs will be discussed with the teacher, building administrator, and CHEA Designee and may include programs developed or offered by the Michigan Education Association.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

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

ARTICLE 28 - SCHEDULE B PROVISIONS

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

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

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

ARTICLE 29 - TERMINATION

This agreement shall become effective at 12:01 a.m. on the 15th day of August, 2024 and shall remain in full force through the 14th day of August, 2027.



President of the Board



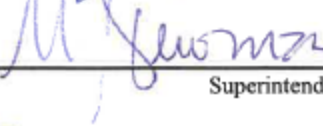
President of the Association



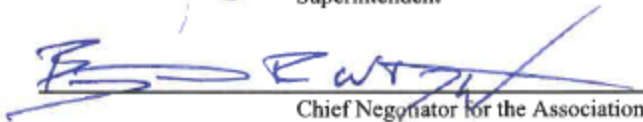
Secretary of the Board



Secretary of the Association



Superintendent



Chief Negotiator for the Association

SCHEDULE A: SALARY TABLES - see attached

Tables 1: For teachers hired prior to January 1, 2022:

Effective August 15, 2024

End on Step	BA	BA30	MA	BA60	MA30
1	39,147	43,062	43,062	47,368	47,368
2	40,909	45,000	45,000	49,500	49,500
3	42,750	47,025	47,025	51,727	51,727
4	44,673	49,141	49,141	54,055	54,055
5	46,684	51,352	51,352	56,487	56,487
6	48,785	53,663	53,663	59,029	59,029
7	50,980	56,078	56,078	61,686	61,686
8	53,274	58,601	58,601	64,462	64,462
9	55,671	61,238	61,238	67,362	67,362
10	58,176	63,994	63,994	70,394	70,394
11	60,794	66,874	66,874	73,561	73,561
12	63,530	69,883	69,883	76,872	76,872
13	64,483	70,931	70,931	78,025	78,025
14	65,450	71,995	71,995	79,195	79,195
15	66,432	73,075	73,075	80,383	80,383
16	67,429	74,171	74,171	81,589	81,589
17	68,440	75,284	75,284	82,813	82,813
18	69,467	76,413	76,413	84,055	84,055
19	70,509	77,559	77,559	85,316	85,316
20	72,271	79,498	79,498	87,448	87,448
21	72,994	80,293	80,293	88,323	88,323
22	73,724	81,096	81,096	89,206	89,206
23	74,461	81,907	81,907	90,098	90,098
24	74,461	81,907	81,907	90,098	90,098
25	75,578	83,136	83,136	91,450	91,450
26	75,578	83,136	83,136	91,450	91,450
27	75,578	83,136	83,136	91,450	91,450
28	75,578	83,136	83,136	91,450	91,450
29	75,578	83,136	83,136	91,450	91,450
30	76,712	84,383	84,383	92,821	92,821

3% increase to scale					
move to step 25 at beginning of 25th year of service					
move to step 30 at beginning of 30th year of service					
additional \$1500 per year off schedule for members at 31 years of service and over					
additional \$1500 off schedule for Mosaic not getting steps					
Mosaic capped at Step 15					

Effective August 14, 2025

<u>End on Step</u>	<u>BA</u>	<u>BA30</u>	<u>MA</u>	<u>BA60</u>	<u>MA30</u>
1	39,930	43,923	43,923	48,315	48,315
2	41,727	45,900	45,900	50,490	50,490
3	43,605	47,965	47,965	52,762	52,762
4	45,567	50,124	50,124	55,136	55,136
5	47,617	52,379	52,379	57,617	57,617
6	49,760	54,736	54,736	60,210	60,210
7	51,999	57,199	57,199	62,919	62,919
8	54,339	59,773	59,773	65,751	65,751
9	56,785	62,463	62,463	68,709	68,709
10	59,340	65,274	65,274	71,801	71,801
11	62,010	68,211	68,211	75,032	75,032
12	64,801	71,281	71,281	78,409	78,409
13	65,773	72,350	72,350	79,585	79,585
14	66,759	73,435	73,435	80,779	80,779
15	67,761	74,537	74,537	81,991	81,991
16	68,777	75,655	75,655	83,220	83,220
17	69,809	76,789	76,789	84,469	84,469
18	70,856	77,941	77,941	85,736	85,736
19	71,919	79,110	79,110	87,022	87,022
20	73,717	81,088	81,088	89,197	89,197
21	74,454	81,899	81,899	90,089	90,089
22	75,199	82,718	82,718	90,990	90,990
23	75,951	83,545	83,545	91,900	91,900
24	75,951	83,545	83,545	91,900	91,900
25	77,090	84,798	84,798	93,279	93,279
26	77,090	84,798	84,798	93,279	93,279
27	77,090	84,798	84,798	93,279	93,279
28	77,090	84,798	84,798	93,279	93,279
29	77,090	84,798	84,798	93,279	93,279
30	78,246	86,070	86,070	94,678	94,678

2% increase to scale					
move to step 25 at beginning of 25th year of service					
move to step 30 at beginning of 30th year of service					
additional \$1500 per year off schedule for members at 31 years of service and over					
additional \$1500 off schedule for Mosaic not getting steps					
Mosaic capped at Step 15					

Effective August 13, 2026

<u>Step</u>	<u>BA</u>	<u>BA30</u>	<u>MA</u>	<u>BA60</u>	<u>MA30</u>
1	40,729	44,802	44,802	49,282	49,282
2	42,562	46,818	46,818	51,499	51,499
3	44,477	48,924	48,924	53,817	53,817
4	46,478	51,126	51,126	56,239	56,239
5	48,570	53,427	53,427	58,769	58,769
6	50,755	55,831	55,831	61,414	61,414
7	53,039	58,343	58,343	64,178	64,178
8	55,426	60,969	60,969	67,066	67,066
9	57,920	63,712	63,712	70,084	70,084
10	60,527	66,579	66,579	73,237	73,237
11	63,251	69,576	69,576	76,533	76,533
12	66,097	72,706	72,706	79,977	79,977
13	67,088	73,797	73,797	81,177	81,177
14	68,095	74,904	74,904	82,395	82,395
15	69,116	76,028	76,028	83,630	83,630
16	70,153	77,168	77,168	84,885	84,885
17	71,205	78,326	78,326	86,158	86,158
18	72,273	79,500	79,500	87,451	87,451
19	73,357	80,693	80,693	88,762	88,762
20	75,191	82,710	82,710	90,982	90,982
21	75,943	83,537	83,537	91,891	91,891
22	76,702	84,373	84,373	92,810	92,810
23	77,469	85,216	85,216	93,738	93,738
24	77,469	85,216	85,216	93,738	93,738
25	78,631	86,495	86,495	95,144	95,144
26	78,631	86,495	86,495	95,144	95,144
27	78,631	86,495	86,495	95,144	95,144
28	78,631	86,495	86,495	95,144	95,144
29	78,631	86,495	86,495	95,144	95,144
30	79,811	87,792	87,792	96,572	96,572

2% increase to scale				
move to step 25 at beginning of 25th year of service				
move to step 30 at beginning of 30th year of service				
additional \$1500 per year off schedule for members at 31 years of service and over				
additional \$1500 off schedule for Mosaic not getting steps				
Mosaic capped at Step 15				

Tables 2: For teachers hired on or after January 1, 2022

Effective August 15, 2024

End on Step	NBA	NMA/NBA30	NMA30/NBA60
1	47,282	51,917	56,552
2	48,705	53,340	57,975
3	49,659	54,294	58,929
4	50,615	55,250	59,885
5	51,809	56,444	61,079
6	52,764	57,399	62,034
7	53,719	58,354	62,979
8	54,673	59,308	63,943
9	55,628	60,263	64,898
10	56,822	61,457	66,092
11	57,777	62,412	67,047
12	58,733	63,368	68,003
13	59,687	64,322	68,957
14	60,642	65,277	69,912
15	61,836	66,471	71,106
16	62,791	67,426	72,061
17	63,746	68,381	73,016
18	64,700	69,335	73,970
19	65,656	70,291	74,926
20	66,850	71,485	76,120
21	67,805	72,440	77,075
22	68,760	73,395	78,030
23	69,714	74,349	78,984
24	70,669	75,304	79,939
25	71,863	76,498	81,133
26	72,818	77,453	82,088
27	73,774	78,409	83,044
28	74,728	79,363	83,998
29	75,683	80,318	84,953
30	76,877	81,512	86,147

3% increase to scale

Effective August 14, 2025

<u>End on Step</u>	<u>NBA</u>	<u>NMA/NBA30</u>	<u>NMA30/NBA60</u>
1	48,228	52,956	57,683
2	49,679	54,406	59,134
3	50,653	55,380	60,108
4	51,628	56,355	61,083
5	52,845	57,573	62,301
6	53,819	58,547	63,275
7	54,793	59,521	64,239
8	55,767	60,495	65,222
9	56,741	61,469	66,196
10	57,958	62,686	67,414
11	58,932	63,660	68,388
12	59,907	64,635	69,363
13	60,881	65,609	70,337
14	61,855	66,583	71,311
15	63,073	67,800	72,528
16	64,047	68,774	73,502
17	65,021	69,748	74,476
18	65,994	70,722	75,450
19	66,969	71,697	76,425
20	68,187	72,915	77,643
21	69,161	73,889	78,616
22	70,135	74,863	79,590
23	71,109	75,836	80,564
24	72,083	76,810	81,538
25	73,300	78,028	82,756
26	74,274	79,002	83,730
27	75,249	79,977	84,705
28	76,223	80,951	85,679
29	77,197	81,925	86,652
30	78,415	83,142	87,870

2% increase to scale

Effective August 13, 2026

<u>End on Step</u>	<u>NBA</u>	<u>NMA/NBA30</u>	<u>NMA30/NBA60</u>
1	49,192	54,015	58,837
2	50,672	55,495	60,317
3	51,666	56,488	61,310
4	52,660	57,483	62,305
5	53,902	58,725	63,547
6	54,896	59,718	64,540
7	55,889	60,711	65,524
8	56,882	61,705	66,527
9	57,876	62,698	67,520
10	59,118	63,940	68,762
11	60,111	64,934	69,756
12	61,106	65,928	70,750
13	62,099	66,921	71,744
14	63,093	67,915	72,737
15	64,335	69,157	73,979
16	65,328	70,150	74,972
17	66,321	71,144	75,966
18	67,315	72,137	76,959
19	68,309	73,132	77,954
20	69,551	74,374	79,196
21	70,545	75,367	80,189
22	71,538	76,360	81,183
23	72,531	77,354	82,176
24	73,525	78,347	83,169
25	74,767	79,589	84,411
26	75,760	80,583	85,405
27	76,755	81,577	86,399
28	77,748	82,570	87,393
29	78,742	83,564	88,386
30	79,984	84,806	89,628

2% increase to scale

SCHEDULE B: ADDITIONAL ACTIVITY PAY

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

ACTIVITY

Class Sponsors

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

Co-Curricular Activities

Yearbook (high school/middle)	7.0%
FFA	14.0%
Band Director	15.0%
Orchestra Director	8.0%

**Partial positions will be at the prorated rate based on the percentage of time assigned in that capacity. Shared position rates will be established by the Superintendent and Association prior to the beginning of the school year.*

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

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

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

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

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

Athletics - See TABLE

Bus Driving

Teachers who become certified and eligible to drive a bus for the district, will be allowed to do so under the following conditions: the teacher will drive as prescribed by the transportation director, the teacher will have their prep period scheduled above and beyond the regular teacher scheduled times. Compensation for driving will be at the driver's rate based on years of service in that capacity. Timesheets will be completed for payroll tracking but no additional time off will be earned.

Miscellaneous Duty Pay:

Special Duty \$25.00 per hour

Lunch Duty Paid at the Special Assignment rate

Elementary recess or school dismissal supervision \$5.40

Mentor Teacher \$500/year

Roles and responsibilities will be provided for each schedule B position by the building administrator.

SCHEDULE B: ATHLETICS TABLE

ATHLETICS COACHING SALARIES				
2024-2025 School Year (per season)		1-3 Years	4-6 Years	Over 6 Years
Basketball/Football	Varsity Head Coach	\$ 4,595	\$ 5,169	\$ 6,327
	JV, 9th Grade & Assistants	\$ 2,296	\$ 3,446	\$ 4,595
Baseball, Softball, Track and Wrestling	Varsity Head Coach	\$ 3,446	\$ 4,595	\$ 5,169
	JV, 9th Grade & Assistants	\$ 2,296	\$ 3,158	\$ 4,019
Competitive Cheer, Golf, Soccer	Varsity Head Coach	\$ 3,446	\$ 4,019	\$ 4,595
Cross Country and Volleyball	JV, 9th Grade & Assistants	\$ 2,296	\$ 2,872	\$ 3,446
Middle (all sports) and	Head Coach	\$ 1,723	\$ 2,296	\$ 2,872
HS Bowling	Assistants	\$ 1,147	\$ 1,437	\$ 1,723

The Central Office shall be required to keep a current experience step list for all coaches.

Athletic Contracts increase 2% after July 1, 2025

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

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

SCHEDULE C: FRINGE BENEFITS

The Board or designee agrees to pay the current State of Michigan PA 152 hard cap rate for the medical portion of each participating member electing a MESSA medical PAK. The Board or designee will also fully fund the Dental, Vision, Life and LTD portion of the MESSA PAK for each member electing MESSA medical PA. Each January the new cap established by the Michigan Department of Treasury will replace the cap rate that the Board or designee will apply to each member electing a MESSA medical PAK. The Board or designee agrees to fund, as a part of the caps indicated, the in-network deductible for the MESSA ABC 1 medical PAK for each member electing a MESSA ABC health plan. This deductible will be deposited in the participating members Health Savings Account in two (2) equal payments on January 1 and June 30 of each year, so long as the Board or designee's annual contribution toward each members MESSA medical PAK, including the medical premium and deductible, will be equal to the Department of Treasury's established cap rate. If a member uses the January deductible payment prior to the June payment, the district will make the second deposit immediately upon notification from the member that they have used the January payment by providing medical billing statements or MESSA Explanation of Benefits (EOB) statements to the business office.

MESSA-PAK: UPDATE Plans

Plan A

Health	ABC Plan-1300/2600
LTD	66 2/3%
	\$5,500 maximum
	90 calendar days modified fill
	Pre-existing condition waiver
	Freeze on offsets
	Alcoholism/Drug - same as any other illness
	Mental/Nervous - same as any other illness
	No COLA
Negotiated Life	\$35,000 ADD
Vision	VSP-3 - Gold
Dental	80/80/80: \$1,300 ortho
Prescription	ABD Rx plan

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

Plan B

LTD	66 2/3%
	\$5,500 maximum
	90 calendar days modified fill
	Pre-existing condition waiver
	Freeze on offsets
	Alcoholism/Drug - same as any other illness
	Mental/Nervous - same as any other illness
	No COLA
Negotiated Life	\$40,000 ADD
Vision	VSP-3 - Gold
Dental	80/80/80: \$1,300 ortho

Bargaining unit members not electing MESSA PAK Plan A shall select MESSA PAK Plan B and shall receive cash in lieu of medical/hospitalization coverage. Each bargaining unit member electing MESSA PAK Plan B shall

receive \$300 per month in additional compensation. The additional compensation will be paid pro-rata on a bi-weekly basis throughout the fiscal year in accordance with the employer's normal payroll practice.

- A. Each bargaining unit member may elect to participate in Chippewa Hills School cafeteria program. Any bargaining unit member electing to participate in the district cafeteria program may purchase a tax sheltered annuity through the following companies:
1. Equitable
 2. Fidelity
 3. Paradigm Equities
 4. Thrivent
 5. Ameriprise
 6. Aspire
 7. GLP
 8. Invesco Oppenheimer

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

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

APPENDIX A - INTEREST IN TRANSFER FORM (Does not apply to Mosaic School teachers.)

CHIPPEWA HILLS SCHOOL DISTRICT
INTEREST IN TRANSFER

Date of Application _____ Posting # _____

Name _____

Address _____ Phone # _____

Years of Service with the District _____

Present position _____ Building presently assigned _____

Grade or position sought _____ Building requested _____

Reason for interest in transfer _____

Academic qualifications _____

Special Training _____

Signed

.....
Approved:

Signed

Date

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

APPENDIX B - COACH ASSESSMENT

CHIPPEWA HILLS SCHOOL DISTRICT

COACH _____ **DATE** _____

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

S = Satisfactory

NI = Needs improvement

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

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

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

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

Recommendation for Renewal:

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

COMMENDATIONS:	
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FOCUS POINTS:	
COACH'S COMMENTS:	

COACH _____ DATE _____

ATHLETIC DIRECTOR _____ DATE _____

APPENDIX C – PTO/SICK BANK GUIDELINES

PTO/SICK BANK GUIDELINES

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

CHEA PTO/SICK BANK AUTHORIZATION FORM

NAME: _____

TOTAL NUMBER OF DAYS ON LEAVE: _____

NUMBER OF DAYS TO BE USED: _____

NUMBER OF COMP DAYS TO BE USED: _____

NUMBER OF PTO/SICK BANK DAYS BEING REQUESTED: _____

NUMBER OF UNPAID LEAVE DAYS: _____

REASON FOR LEAVE REQUEST:

START DATE OF LEAVE _____ PROJECTED RETURN DATE _____

CHEA PTO/SICK BANK COMMITTEE:

DATE:

APPENDIX D – VACANCY REQUEST FORM – SCHEDULE B

CHIPPEWA HILLS SCHOOL DISTRICT

3226 Arthur Road
Remus, MI 49340

VACANCY REQUEST FORM-SCHEDULE B

Posting # _____

Date of Application _____

Vacancy Title _____

Name _____

Present Title/Grade Level _____

Address _____

Phone # _____

Resume Attached ___ Yes ___ No

Years of Service with the District _____

Professional Background:

What interests you in this position?

Educational Degrees, Certifications etc.

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

Personal References:

NAME	ADDRESS	TELEPHONE	RELATIONSHIP	YRS. ACQUAINTED

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

Complete in your own handwriting.

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

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

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

Signature of Applicant

Date

See Article 28 Schedule B Provisions

Disposition

Request Approved _____

Request Denied _____

Signed _____

Date _____

APPENDIX E– COACHES

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

The estimated number of coaches needed for 2024-2027 are as follows:

Varsity Sport: (boys and girls combined where applicable)

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

Middle School Sport: (boys and girls combined where applicable)

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

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

APPENDIX F - OVERVIEW OF EFFECTIVE INITIATIVE ALIGNMENT, REVIEW & SELECTION PROCESS

Step 1	Step 2	Step 3	Step 4
<p>Individual, Department, or Grade Level Request (Need Identified)</p> <p>Individual, Department, or GrLevel members make a request to the building administrator.</p> <p>The email request should include:</p> <p>Completed Proposal: Appendix G</p>	<p>Building Level</p> <p>a. Bldg Administrator emails proposal request to systems coach and SLT</p> <p>b. School Leadership Team reviews proposal request and makes a recommendation to move forward or return to the individual or department for additional information</p> <p>c. If SLT approves, Bldg Admin forwards proposal to MTSS Coordinator/Supt</p> <p>d. MTSS Coordinator shares with the DIT.</p>	<p>DIT Level</p> <ol style="list-style-type: none"> MTSS Coordinator sends survey out to all teaching staff to identify interested individuals to review the Initiative, Effective Innovation, or Proposal Team(s) are formed and assigned Team(s) align program(s) and complete the review and selection process using Appendix H Team(s) write a summary and submit findings to the MTSS Coordinator MTSS Coordinator shares with the DIT DIT reviews and gives recommendation to the Superintendent Superintendent shares recommendations with the Board of Education for consideration Selection/De-selection is communicated to stakeholders following established communication protocols after the BOE decision <p>*New Courses: Skip to F if the new course does not require the purchase of new resources.</p>	<p>Implementation Plan</p> <p>DIT supports the Implementation through professional learning, coaching, data collection, analysis, and use of the adopted program, practice, or initiative.</p>

(New Initiative, Effective Innovation, New Secondary Course, or New Resource(s))

This tool is used by Individuals, Departments, or Grade Level Teams to gather key information to begin the Alignment Process for the use of new initiatives, innovations, new secondary courses, and new or replacement resources as an identified need. Or for the Alignment, Review & Selection Process for current initiatives, and innovations to be considered for deselection. Information collected can be used by the district to explore the fit of alternative initiatives, innovations, and/or resources with current work, to guide decision making, and to assist with the next step of alignment.

Date of Proposal: _____ **Date Communicated to Administration:** _____
Signature: _____

Individual/Department/Grade Level: _____

Lead Contact for Communication: _____

Table 1. Complete the fields below for new or current initiatives, innovations, course(s), or resource(s) that are an identified need requiring staff time, attention and resources

*At least one comparison must be made, if additional comparisons are needed please add extra columns.

Name of Initiative / Innovation / or / New Course	Preferred Text/Resource:	Comparison Text/Resource:
Textbook or Resource (Name preferred title and provide additional title for comparison)		
Identified Need (e.g., gap in current initiative or innovation, outdated or updated resources)		

Scale of Intended Use (e.g., elementary, secondary, Tier 1, Intervention)		
Group or individuals intended to implement the initiative, innovation, course, or resource (e.g., School Leadership Team, classroom teachers, special educators)		
Description (e.g., purpose, skills taught, instructional approach)	Purpose: Skills taught: Instructional approach:	
Measurable Outcome(s) (Research supporting initiative/innovation) n/a to new course		
Evaluation Plan (e.g., Data Used to Measure Outcomes, evidence of outcomes)		
Fidelity Measure of the Program		
Pace of Implementation (e.g. 1-36 weeks, 1,2, or 3 Trimesters)		

Professional Learning, Training, or Support provided		
Relation to District Priorities (e.g., District Improvement, District Goals, State Standards)		
Budget (Provide a detailed breakdown of all costs associated, including training, equipment, materials, recurring costs, and technology.)		
Sustainability (Describe how the program will be sustainable in the long term)		

Presented & Reviewed by SLT Date:

Call to Action:

_____ **Recommended for advancement and Lifted to the DIT**

_____ **Request for Additional Information**

_____ **Recommendation or Request communicated to Proposal Writer**

CHSD/MTSS Alignment, Review & Selection Process

Overview

The review process is a two-pronged approach that will lead to a careful analysis of a proposed new or updated resource(s) to inform a selection or deselection decision. The process includes: (1) providing information about the new initiatives, innovations, or courses to the Chippewa Hills School District Implementation Team (DIT) to review before sending the information forward to district leadership; (2) district leadership discussing the feasibility of selecting the new initiatives, innovations, or resources for school/staff use.

The adoption of evidence-based programs, practices, initiatives, or assessments includes multiple components, including how the resource will fit within a given context.

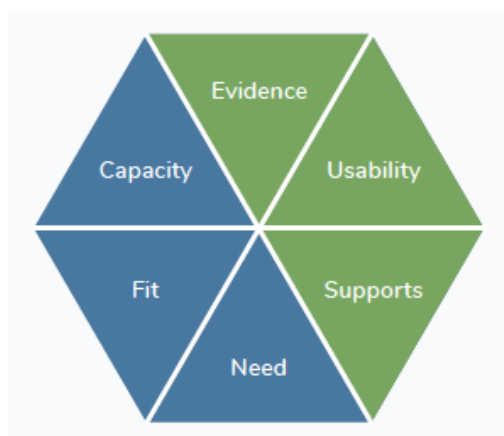


Figure 1. NIRN Hexagon Tool

quality review, selection, and de-selection process within their Hexagon Tool (Metz and Louison, 2019). The process includes a thorough examination of Implementing Site Indicators and Program Indicators.

Implementing Site Indicators assess the degree to which a resource(s) match the district's population needs, aligns with current initiatives and examines the capacity necessary for successful initial and on-going implementation efforts (e.g., financial, structural, cultural, and responsiveness).

The National Implementation Research Network (NIRN) outlines the components of a

Program Indicators allow for careful examination of the evidence, necessary resources to support initial and on-going implementation, and usability (e.g., degree in which it is well-defined, opportunities to observe mature implementing sites, several replications of successful outcomes).

The CHSD/MTSS Review Process and Michigan's Integrated Continuous Improvement Process (MICIP) are framed around these indicators.

Guidelines for Use

The review process will be used under the following conditions:

- When approached to consider participation in an initiative, “pilot project”, or new assessment of data system
- When considering the purchase of new or updated curriculum resource materials
- When considering the purchase of new assessments, data systems, or educational software
- When considering new course(s) at the secondary level
- When considering the continued use of resources that overlap or appear to be redundant with other resource(s) (de-selection)

Alignment, Review, & Selection

Date Received from SLT:

Team/Individuals Involved:

Date of Completion:

Directions:

1. Determine Proposal (Appendix G) for consideration.
2. Review and discuss the questions for each indicator. Document responses to each question in the corresponding section of the document.

For existing resource(s): Answer the questions based on what the author(s) and publisher recommend AND provide information about how the schools/staff are currently using the program or initiative components This will provide important information as to whether the current way the program or initiative is being used is contributing to the outcomes, and/or reasons why the program or initiative is being reviewed to determine if it should be de-selected.

For new resource(s): If a Core Reading Curriculum Review Process or the NCII Taxonomy Rating Rubric were used to review core reading or intervention programs, include and reference findings from that process.

3. After discussing each component, rate the component using the 5-point scale and rubric provided in each section.
4. Summarize the results and provide recommendations about whether to select or deselect the program, practice, or initiative. While ratings should be taken into account, the ratings alone should not be used to determine final recommendations.

Overview and Alignment

Alignment Questions

Utilizing the prepared Proposal Document: Appendix H - Respond to the questions below to determine alignment of new or updated resources for the selected focus area.

- Are there resource(s) that address the same target audience for the same purpose or expected outcome? If so, review evidence of the outcomes and consider the effectiveness of resource(s).
- Are there core components or instructional approaches that seem to contradict one another? When used together, are there resource(s) that complement one another and improve effectiveness? How?
- Is there overlap in the staff necessary to support implementation? Will use of multiple resources addressing the same area of focus over-extend staff time and attention?
- What is the impact on staff time to administer and collect data required for resource(s)? Is there data that is collected and used for the same purpose? Are the same staff being leveraged?
- Is there available professional learning and coaching? Will providing the professional learning and coaching supports necessary for successful implementation over-extend resources (e.g. time, staff, funding)?
- Are the same funding sources being used to support other resource(s) or is there braiding of funding? Does the use of resource(s) over-extend financial resources?

Review & Selection Process:

To be completed by: DIT, Superintendent, Administrator(s), and Teacher(s) appropriate for implementation of resource(s).

Initiating Selection / De-selection (Flowchart-Appendix F)

If the alignment team(s) recommend proceeding with the review and possible selection/de-selection of the initiative, innovation, assessment, or data system, the following steps will be followed:

1. The team(s) will complete the review and selection process.
2. The team(s) will write the summary(s) and submit findings to the District Implementation Team.
3. The DIT will review and compile the alignment and review and selection process summary(s) and send them to the Superintendent.
4. The Superintendent will share the recommendations with the Board of Education for consideration.
5. Selection/De-selection is communicated to all stakeholders following established communication protocols after the Board of Education decision
6. When an initiative or innovation is selected; the DIT will develop and support the staff through planning professional learning, offering coaching, and data collection, analysis, and use.

Completing the Review Tool

The group of individuals identified to complete the process work together to complete the appropriate Review Tool.

1. Review and discuss the questions for each indicator. Document responses to each question in the corresponding section of the document.
2. After discussing each component, rate the component using the 5-point scale and rubric provided in each section.
3. Summarize the results and provide recommendations to the DIT about whether to select or deselect the initiative, innovation, assessment or data system. While ratings should be taken into account, the ratings alone should not be used to determine final recommendations. The DIT will compile findings. When reviewing an initiative or innovation, answers are provided directly from the staff hired to support the initiative's intended use or from the program's author, publisher, and/or certified trainers. If a Core Reading Curriculum Review Process or the National Center on Intensive Intervention (NCII) Taxonomy Rating Rubric were used to review core reading or intervention programs, include and reference findings from that process. Documents and/or links to electronic resources should be submitted or included with this document for specific items that require additional documentation.

Summarizing Results

Based on responses in the Review Tool, a brief summary of the results is developed and shared with decision-makers. The summary should include how the initiative, innovation, assessment, or data system does or does not address the following: the needs of the district's population, alignment with current initiatives or assessments, evidence of effectiveness, and the resources that will need to be allocated. In addition, the capacity of the district to support continued implementation should be noted. Recommendations for selection or de-selection of the initiative, innovation, assessment or data system are provided.

Need

Reflect on the questions to assist in rating the need for the resource(s).

1. Describe the “data” (e.g., Curriculum Based Measure, unit assessment, district or state assessment) that warrants the district to consider selecting or deselecting the resource(s).
2. Who is the identified population of concern (i.e., target audience and grade levels for the resource)? Are there populations/types of students who would be excluded from this resource (who would not be a good candidate?)
3. Is there evidence that the program or practice addresses the specific area(a) of need identified? If so, how was this evidence generated (e.g., experimental research design, quasi-experimental research design, pre-post, descriptive)?
4. Do the studies (research and/or evaluation) provide data specific to effectiveness for culturally and linguistically specific populations? If yes, provide citations or links specific to effectiveness for families or communities from diverse cultural groups.

Table 1. Identify the need for the new or updated resource(s) using the questions and criteria provided. Highlight or circle the corresponding rating.

Rating	Criteria
5	Strongly Meets Need: The program or practice has demonstrated meeting need for identified population through rigorous research (e.g., experimental design) with comparable population; disaggregated data have been analyzed to demonstrate program or practice meets need of specific subpopulations.
4	Meets Need: The program or practice has demonstrated meeting need for the identified population through rigorous research (e.g., experimental design) with a comparable population; disaggregated data have NOT been analyzed for specific subpopulation
3	Somewhat Meets Need: The program or practice has demonstrated meeting need for the identified population through less rigorous research design (e.g., quasi-experimental, pre-post) with a comparable population; disaggregated data have not been analyzed for the specific subpopulation
2	Minimally Meets Need: The program or practice has demonstrated meeting need for the identified population through practice experience; disaggregated data have not been analyzed for specific subpopulations
1	Does Not Meet Need: The program or practice has not demonstrated meeting need of the identified population

Fit

Reflect on the questions to assist in rating the fit for the resource(s).

1. How does the program or practice fit with the priorities of the implementing site?
2. How does the program or practice fit with family and community values in the impacted community, including the values of culturally and linguistically specific populations?
3. What other resource(s) are currently being implemented that will intersect with the program or practice? (Use District Initiative and Effective Innovation Alignment Process, and attach summary of results)

Table 2. Identify the fit of the initiative or innovation using the questions and criteria provided. Highlight or circle the corresponding rating.

Rating	Criteria
5	Strong Fit: The resource(s) fit with the priorities of the implementing site, community values, including the values of culturally and linguistically specific populations, and other existing initiatives
4	Fit: The resource(s) fit with the priorities of the implementing site, community values; however, the values of culturally and linguistically specific populations have not been assessed for fit
3	Somewhat Fit: The resource(s) fit with the priorities of the implementing site, but it is unclear whether they align with community values and other existing initiatives
2	Minimal Fit: The resource(s) fit with some of the priorities of the implementing site, but it is unclear whether it aligns with community values and other existing initiatives
1	Does Not Fit: The resource(s) do not fit with the priorities of the implementing site or community values

Capacity

Reflect on the questions to assist in rating the capacity for the initiative *or* innovation.

1. What are the staffing requirements for the program or practice (number and type of staff, e.g., education, credentials, content knowledge)? Does the implementing site currently employ or have access to staff who meet these requirements?
2. What administrative policies or procedures must be adjusted to support the work of practitioners and others to implement the program or practice?
3. Is leadership knowledgeable about and in support of this program or practice? Do leaders have diverse skills and perspectives that represent the community being served?
4. Do staff have the capacity to collect and use data to inform ongoing monitoring and improvement of the program or practice?

Table 3. Identify the district's capacity for the initiative or innovation using the questions and criteria provided. Highlight or circle the corresponding rating.

Rating	Criteria
5	Strong Capacity: The implementing site adopting this program or practice has all of the capacity necessary, including a qualified workforce, financial supports, technology support, and administrative supports required to implement and sustain the program or practice with integrity
4	Capacity: The implementing site adopting this program or practice has most of the capacity necessary, including a qualified workforce, financial support, technology support, and administrative support required to implement and sustain the program or practice with integrity
3	Some Capacity: The implementing site adopting this program or practice has some of the capacity necessary, including a qualified workforce, financial supports, technology supports, and administrative supports required to implement and sustain the program or practice with integrity

2	Minimal Capacity: The implementing site adopting this program or practice has the minimal capacity necessary, including a qualified workforce, financial supports, technology supports, and administrative supports required to implement and sustain the program or practice with integrity
1	No Capacity: The implementing site adopting this program or practice does not have the capacity necessary, including a qualified workforce, financial support, technology support, and administrative support required to implement and sustain the program or practice with integrity

Evidence

Reflect on the questions to assist in rating the evidence for the initiative or innovation.

1. Are the research data available to demonstrate the effectiveness (e.g., randomized trials, quasi-experimental designs) of the program or practice? If yes, include research articles, excerpts or electronic links to those documents.
2. What is the strength of evidence? Under what conditions was the evidence developed?
3. If research data are not available, is there evaluation data to indicate effectiveness (e.g., pre/post data, testing results, action research)? If yes, provide citations or links to evaluation reports.

Table 4. Identify the evidence for the initiative or innovation using the questions and criteria provided. Highlight or circle the corresponding rating.

Rating	Criteria
5	High Evidence: The program or practice has documented evidence of effectiveness based on at least two rigorous, external research studies with control groups, and has demonstrated effectiveness at least one year post-treatment
4	Evidence: The program or practice has demonstrated effectiveness in one rigorous research study with a control group
3	Some Evidence: The program or practice shows some evidence of effectiveness through less rigorous research studies that include comparison groups
2	Minimal Evidence: The program or practice is guided by a well-developed theory of change or logic model, including clear inclusion and exclusion criteria for the target population, but has not demonstrated effectiveness through a research study
1	No Evidence: The program or practice does not have a well-developed logic model or theory of change and has not demonstrated effectiveness through a research study

Usability

Reflect on the questions to assist in rating the usability of the resource(s).

1. Is the program or practice clearly defined (e.g., what it is, for whom it is intended)?
2. Is each core feature well operationalized (e.g., staff know what to do and say, how to prepare, how to assess progress)?
3. Is there a fidelity assessment that measures practitioner behavior (i.e., assessment of whether staff use the practice as intended)? If yes, provide citations, documents, or links to fidelity assessment information.

Table 5. Identify the usability of the resource(s) using the questions and criteria provided. Highlight or circle the corresponding rating.

Rating	Criteria
5	Highly Usable: The resource(s) have operationalized principles and values, core components that are measurable and observable, and a validated fidelity assessment; modifiable components are identified to support contextualization for new settings or populations
4	Usable: The resource(s) have operationalized principles and values, core components that are measurable and observable, have tools and resources to monitor fidelity, but do not have a fidelity measure; modifiable components are identified to support contextualization for new settings or populations
3	Somewhat Usable: The resource(s) have operationalized principles and values and core components that are measurable and observable, but do not have a fidelity assessment; modifiable components are not identified
2	Minimally Usable: The resource(s) have identified principles and values and core components; however, the principles and core components are not defined in measurable or observable terms; modifiable components are not identified
1	Not Usable: The resource(s) do not identify principles and values or core components

Supports

Reflect on the questions to assist in rating the support for the initiative or innovation.

1. Is there a qualified “expert” (e.g., consultant, program developer, intermediary, technical assistance provider) who can help with implementation over time? Does implementation support include training and coaching? If yes, list names and/or organization (e.g., Center, University) and contacts who will provide support.
2. Are there start-up costs for implementation of the program or practice (e.g., fees to the program developer)? If yes, provide an itemized list of costs. What does the implementing site receive for these costs?
3. Are there curricula and other resources related to the program or practice readily available (e.g., teacher materials, consumables, technology/software)? If so, list the publisher or links and the cost of these materials.
4. Is guidance on administrative policies and procedures available? If so, identify the resources and any associated costs.

Table 6. Identify the support for the initiative or innovation using the questions and criteria provided. Highlight or circle the corresponding rating.

Rating	Criteria
5	Well Supported: Comprehensive resources are available from an expert (a program developer or intermediary) to support implementation, including resources for building the competency of staff (staff selection, training, coaching, fidelity) and organizational practice (data system and data use support, policies and procedures, stakeholder and partner engagement).
4	Supported: Some resources are available to support implementation, including limited resources to support staff competency (e.g., training, coaching) and limited resources to support organizational changes (e.g., data systems)
3	Somewhat Supported: Some resources are available to support competency development or organizational development, but not both
2	Minimally Supported: Limited resources are available beyond a curriculum or one-time training
1	Not Supported: Few to no resources to support implementation

Summary:

Present Findings to Superintendent Date:

Call to Action:

_____ Recommendation made by the Superintendent

_____ Presented to BOE for approval, purchase, or postponement

_____ Communication out to Stakeholders and Lead Contact of Proposal with decision

Introduction

The Initiative Inventory can be used to guide an organization's review of current initiatives to produce a clear picture of existing initiatives, mandates, and resource commitments. Information and data collected can be used by the organization to explore the fit of additional initiatives with current work, guide decision making to make room for new work, and assist with alignment of efforts.

Getting Started

- 1) The Initiative Inventory should be completed and reviewed by an interdisciplinary team that includes leaders, practitioners, community members, and potential service beneficiaries. This group should be familiar with the organization's priorities and work.
- 2) The following questions can be used to guide the team completing the inventory:
 - What are your agency's current funded initiatives?
 - What are your agency's current unfunded initiatives?
- 3) For each initiative listed, consider the following questions:
 - Who is providing leadership for the initiative? Is there a team supporting the initiative? If so, who are the members?
 - What are the expected outcomes when the initiative is implemented? What change is expected to occur as a result of the initiative?
 - Who is the initiative meant to help (i.e. target population)?
 - Is there a requirement to implement this initiative or report its impact/use? If yes, identify the entity (e.g. state, federal, or other) requiring the initiative.
 - What are the fiscal resources needed to implement the initiative? What is the total budgeted amount for this work?
 - What are the human resources needed to support the initiative's implementation (e.g. # of FTEs, training needs, technology supports required)?
 - How well aligned is the initiative with your agency's mission, vision, and strategic plan?
 - What data do you have to measure the success or impact of the initiative on intended outcomes? Are there additional data you need to measure success?
 - What impact has the initiative had on its intended outcomes?
 - Have you or are you receiving external technical assistance support for the initiative? If yes, list technical assistance center.

Initiative Inventory
Understanding the Implementation Landscape



Team Members: _____

Date: _____

Name of Initiative	Leadership of Initiative (Team and/or Coordinator Name(s) and Department)	Expected Outcome	Target population	Start and End Date	Financial Commitment and Source of Funding (federal, state, grant, or other)	Relation to Organization Priorities & Strategic Plan	Evidence of Outcomes What has happened thus far?

Chippewa Hills School District

Compensatory/Special Duty Time Guidelines

Compensatory/Special Duty time will be offered to teachers as referenced in Article 23 of the Master Agreement. The guidelines for the earning and use of compensatory/special duty time are as follows:

- ☐ During the first week of school, a building administrator will provide an opportunity for teachers to sign up to be on the compensatory or special duty list. Compensatory will earn time while Special Duty will be paid (see contractual language). This is a year-long commitment.
- ☐ Names placed on the list will be organized by period and seniority.
- ☐ The first teacher on the list will be asked to sub for the first needed period. If the person says s/he is not available, the administrator/designee will move to the next person on the list. If no one on the list is available, the first person asked will be obligated to sub.
- ☐ When a teacher passes an opportunity to sub, s/he will not be asked again until all others on the list have had an opportunity to sub.
- ☐ If for some reason nobody on the list is available, the principal may require any teacher to sub in an emergency situation.
- ☐ Teachers that sub must complete the sub form and return it to the principal (or designee in office) 24 hours in advance of the leave request. Extenuating circumstances may be considered if less than 24 hours.
- ☐ Teachers should keep track of their compensatory time as will the principal's office. The principal's office list will serve as the final determinant of earned time if questioned.
- ☐ When a teacher has accumulated 420 minutes of compensatory time, s/he may request a full compensatory day by submitting a leave request in the district system or completing a compensatory day form indicating the teachers subbing by period. The seniority rotation does not have to be followed when teachers choose their own subs for compensatory days. Teachers may use compensatory time to take off partial days as well, deducting used minutes.
- ☐ Unused compensatory time may be accumulated and carried over into the next year (grades 5-12=5 days, grades K-4=10 days), but no more than 5 days can be used in one academic school year. Compensatory time will be paid per the contractual agreement.
- ☐ Special Duty time will be paid per the contractual agreement.

In addition, to add clarity and consistency within the district, some additional details are being provided as follows:

- ☐ Compensatory/Special Duty time is earned for covering another teacher's class and fulfilling that work beyond the teacher's regular job requirements or taking away from duty free lunch time.
- ☐ Compensatory/Special Duty time is only earned for IEP's occurring during prep period for either the general ed and/or special ed teacher.
- ☐ Compensatory/Special Duty time is not earned for parent meetings.
- ☐ Compensatory/Special Duty time cannot be earned during a regularly scheduled class thus becoming double pay.
- ☐ Compensatory/Special Duty time is not earned during full day data days in which the teacher's students are being evaluated and discussed as this is part of the teacher's regular job expectation. Half data days will be granted Compensatory/ Special Duty time if the teacher's prep period is used during the data time.
- ☐ Compensatory/Special Duty time is not earned for non-academic duties beyond the normal school day (i.e. before/after school). Compensatory/Special Duty time for academic duties beyond the normal school day must have prior approval by the building administrator and Superintendent.
- ☐ Elementary teachers must make sure a substitute is obtained or principal approval given before submitting requests for compensatory leave. Secondary teachers must find their hourly coverage, full day sub or principal approval given before submitting requests for compensatory leave. Compensatory days will not be approved if coverage cannot be confirmed.

Teacher's Name: _____

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Chippewa Hills Education Association and Chippewa Hills Board of Education
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APPENDIX K - OVERLOAD FORMS

Google Sheet working documents for Overload Forms are located on the Chippewa Hills School District website under Staff Links.

[illegible]

Contribution Documentation Form

Name: _____

Year: _____

Date of Activity	Activity Performed	Point Value

Total Contributions:

(Staff signature)

Date: _____

(Administrator Signature)

Date: _____

MERIT PAY

5% Contributions for Evaluations

(Last updated 2023/2024)

Building Level Events/Committees: (beyond school day hours)
(may include but not an exclusive list)(Coordinators may be granted 2% for addt. time)

- Enrichment Day
- Field Day
- Carnival
- Talent Show
- Science Fair (unless part of Schedule B already)
- Watch D.O.G.S.
- Homecoming Parade (attendance 1% / participation 2%)
- Family Engagement Nights
- Christmas Programs (as approved by Admin)

Graduation

- Attendance (1%)
- Participation (2%)
- Master of Ceremonies (2%)

Attend CH sports at any level

(1% per sport: MAX of 3/5, 6/10, and 9/15 for ALL athletics)

(may include but not an exclusive list and does not count if Schedule B)

- Rocket Football
- Rocket Cheer
- Youth Wrestling
- Little League Baseball
- AYSO Soccer
- Running Club
- Travel Basketball
- ALL HS and MS sports

Attend HS Honors Night (Undergrad or Senior)

- Master of Ceremonies (2%)

Attend Band/Orchestra Concert

Attend Drama Club Performance

Volunteer at any sporting event

(Each event counts as 2%. Concessions must be non-coach or coach out of season.)

Dance/Activity Afternoon Chaperone

Board Meeting Attendance
Presentation (2%)

Attend optional meetings held by Administration

Host a Student Teacher/Mid Tier Student

Participation (as a school) in Mecosta Days, 4th of July parades, Weidman Days, Lilac Festival, Wheatland, etc., (approved)

Anything on the “25 Hour Approved List” (that wasn’t used for your required hours).

Anything approved beforehand by building principal and superintendent

Scoring

Each contribution equals 1% unless otherwise stated. (Max. of 15%)

10 % = \$50 Merit Pay

15 % = \$100 Merit Pay

APPENDIX M - 5D+ END OF YEAR RUBRIC

Teacher:	
Evaluator:	
Final Effectiveness Score:	
Final Evaluation Effectiveness Label:	
Domains/Indicators	
Domain 1: Purpose	
P1:Learning target connected to standards	
P2:Lessons connected to previous and future lessons, ...	
P3:Design of performance task	
P4:Communication of learning target	
P5:Success Criteria	
Overall Domain 1 Rating	
Domain 2: Student Engagement	
SE1:Quality of questioning	
SE2:Ownership of learning	
SE3:Capitalizing of students' strengths	
SE4:Opportunity and support for participation...	

SE5:Student talk	
Overall Domain 2 Rating	
Domain 3: Curriculum and Pedagogy	
CP1:Alignment of instructional materials and tasks	
CP2:Teacher knowledge of content	
CP3:Discipline-specific teaching approaches	
CP4:Differentiated instruction for students	
CP5:Use of scaffolds	
Overall Domain 3 Rating	
Domain 4: Assessment for Student Learning	
A1:Student self-assessment	
A2:Student use of formative assessments over time	
A3:Quality of formative assessment methods	
A4:Teacher use of formative assessments	
A5:Collection systems for formative assessment data	
Overall Domain 4 Rating	
Domain 5: Classroom Environment and Culture	
CEC1:Classroom arrangement and resources	
CEC2:Learning routines	
CEC3:Use of learning time	
CEC4:Student status	
CEC5:Norms for learning	
Overall Domain 5 Rating	
Domain 6: Professional Collaboration and Communication	
PCC1:Collaboration with peers and administrators to improve...	
PCC2:Communication and collaboration with parents and...	
PCC3:Communication within the school community about...	
PCC4:Support of school, district and state curricula, policies...	
PCC5:Ethics and advocacy	
Overall Domain 6 Rating	
Other Evaluative Requirements	
Overall Performance Rating (Domain 1-6) 55%	
Student Growth Effectiveness Rating (State) 20%	

Student Growth Effectiveness Rating (Local) 20%	
District Contributions 5% (add points 0-5)	
Overall Effectiveness Rating Score (100%)	
Overall Effectiveness Rating Label	
0-2.39 = Ineffective 2.4- 2.79 = Min. Effective 2.8 - 3.59 = Effective 3.6 - 4 = Highly Effective	
Additional Comments:	
Evaluator's Signature: _____	
Date: _____	
I have reviewed this evaluation with the teacher.	Yes or No
Growth Plans are attached.	Yes or No
Teacher's Signature: _____	
Date: _____	
The presence of the employee's signature shall indicate that the employee has reviewed the evaluation form. Signature does not necessarily imply agreement with evaluation.	
Statement by employee attached:	Yes or No

APPENDIX N – CLUB/ORGANIZATION START UP PROPOSAL FORM

CLUB / ORGANIZATION START-UP PROPOSAL

Name of Proposed club / organization: _____

Name of person(s) proposing the club / organization: _____

Indicators of a need for / interest in the club / organization:

Number of students expected to participate in this club / organization: _____

Goals and purpose for the club / organization:

Proposed schedule of meetings and activities for the new club / organization:

Building Administrator approval: _____

Building Administrator approval: _____

Superintendent’s approval: _____

Chippewa Hills School District



We Are Ready to Be Respectful, Interdependent, Organized, and Responsible Students and Staff!

INDIVIDUALIZED DEVELOPMENT PLAN

Teacher:	Date created:
Building:	Position:
School year:	Probationary year:
Administrator:	

Goal 1:

Goal 2:

Goal 3:

Plan:

Professional Learning Opportunities

- New Teacher Orientation (CHSD) and New Teacher Learning Series (MOISD) sessions
- Additional learning identified by teacher, administrator, or coach.

Coaching

- Meet monthly with your [mentor](#) teacher and maintain the mentoring [log](#).
- Adjust professional practice as determined through feedback received from your mentor, an instructional coach, and/or administrator.

Data Collection, Analysis, and Use

Student outcome data collected: Acadience, SWIS, NWEA, M-STEP, TFIs, attendance, and Instructional coaching feedback. Data will be used in grade level problem solving meetings and data reviews. In addition to student outcome data, feedback will be given formally and informally using Pivot and conversations throughout the year with your administrator..

You will meet three times with your administrator to monitor your progress and adjust this plan as needed.

Individualized Development Plan Conference held:

Comments:

Teacher: _____ **Date:** _____ **Administrator:** _____ **Date:** _____

Individualized Development Plan Conference held:

Comments:

Teacher: _____ **Date:** _____ **Administrator:** _____ **Date:** _____

Individualized Development Plan Conference held:

Comments:

Teacher: _____ **Date:** _____ **Administrator:** _____ **Date:** _____