




Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1




Cara Anne Konicek

Article	Language
1.	This Agreement entered into on the 9 th day of December 2024 by and between the Chippewa Valley School District of Clinton Township, Michigan, hereinafter called the "Board," and MEA-NEA Local 1, hereinafter called the "Association" and its local designee, the Chippewa Valley MEA-NEA Local 1 on behalf of the Chippewa Valley teachers.
2. 1.A.	The Board recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, PA of 1965, for all the following contract teaching personnel with the Chippewa Valley Schools. This bargaining unit shall comprise all regular full-time and regular part-time CERTIFICATED professional employees employed under annual contract, classroom teachers, COUNSELORS , LICENSED guidance counselors, facilitators , certified librarians , school psychologists and social workers, speech and LANGUAGE hearing therapists, homebound teachers , teacher consultants , special education pre-school teachers , annually authorized vocational education teachers under contract, and all positions covered in Appendices B1, B2, and B3 held by Chippewa Valley teachers; but excluding administrative, and supervisory employees, directors, coordinators, substitutes, aides and paraprofessionals, community school program teacher(s) (including high school completion, enrichment, recreation teachers and pre-school community teachers) alternative high school, and all other non-certified employees.
3. 2.A.	Only fully certified teachers, or teachers with annual authorization for vocational education, will be hired for regular full-time teaching positions. The district agrees to hire only teacher certified counselors. IF A CERTIFIED COUNSELOR CANNOT BE FOUND, THE DISTRICT MAY HIRE A LICENSED COUNSELOR AT ITS DISCRETION. IN THE EVENT THAT THE DISTRICT REDUCES THE COUNSELING STAFF, THE LICENSED COUNSELOR CANNOT DISPLACE A CERTIFIED COUNSELOR WITH MORE SENIORITY. In the event that the District reduces the counseling staff the Association and the District will bargain the impact on non-teacher certified counselors currently employed as of the 2007-08 school year.
4. 2.A.	Teacher ASSIGNMENTS SHALL BE DETERMINED BASED ON THE TEACHER'S ENDORSEMENT(S) UNLESS THE ASSIGNMENT DOES NOT REQUIRE AN ENDORSEMENT. hired at the high school SECONDARY level must have a major or its equivalent in their main assigned teaching area.
5. 2.A	The Board recognizes the advantages of having experienced teachers fill teaching vacancies that occur in the District. The Board/Designee agrees to e-mail all vacancy postings to the MEA-NEA Local 1 Office at the same time as a posting is made in the District.
6. 2.D.	Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses and driver education courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District.




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7. 2.F

In order to comply with section 1116 (d) of the Elementary and Secondary Education Act (ESEA), also known as the No Child Left Behind Act (NCLB), a local professional development review team/school improvement team shall be established.

- a. ~~The team shall consist of five (5) association members and five (5) administrators appointed jointly by the superintendent/designee and the Association President.~~
- b. ~~This team's decision-making process shall be by consensus.~~
- c. ~~The goal of the team will be to assist teachers in becoming highly qualified in compliance with state and federal regulations~~
- d. ~~The team will:~~
 - i. ~~Collect data determining in which areas teachers are highly qualified.~~
 - ii. ~~Coordinate and review professional development activities as they relate to highly qualified under NCLB but not professional development activities in any other area.~~
 - iii. ~~Establish and review portfolio guidelines (local performance assessment) for Chippewa Valley.~~
- e. ~~In the event that the laws are repealed or amended so as not to require the concept of "highly qualified" this section shall be void.~~

8. 3.A.

~~No teacher shall be required to report for duty earlier than the times listed below. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents and/or students when scheduled directly with the teachers, except that on Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.~~

~~Unless changed by consensus of the calendar committee, or the 2020-21, 2021-22, 2023-24, 2024-25, and 2025-26 school year, duty time at the late Elementary level will be seventeen (17) minutes — seven (7) minutes before the pupils' regular school day and ten (10) minutes after the close of the pupils' regular school day. For the early elementary school will be six (6) minutes before the pupils' regular school day and eleven (11) minutes after the close of the pupils' regular school day.~~

~~Unless changed by consensus of the calendar committee, for the 2020-21, 2021-2022, 2022-23, 2023-24, and 2024-25 school year duty time at the middle school will be seventeen (17) minutes — eight (8) minutes before the pupils' regular school day and nine (9) minutes after the close of the pupils' regular school day.~~

~~Unless changed by consensus of the calendar committee, for the 2020-21, 2021-2022, 2022-23, 2023-24, and 2024-25, duty time at the High School will be seven (7) minutes — one (1) minute before the pupils' regular school day and six (6) minutes after the close of the pupils' regular school day.~~

THE FOLLOWING SHALL BE THE REPORTING HOURS FOR TEACHERS AND THE STUDENTS BELL SCHEDULE:

TEACHER:

ELEMENTARY 8:48 A.M. – 3:49 P.M.
MIDDLE SCHOOL 7:57 A.M. – 2:58 P.M.
HIGH SCHOOL 7:09 A.M. – 2:12 P.M.

On Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

STUDENT:

ELEMENTARY 8:55 A.M. – 3:39 P.M.
MIDDLE SCHOOL 8:05 A.M. – 2:49 P.M.
HIGH SCHOOL 7:10 A.M. – 2:06 P.M.

The Board and Association agree that the regular school day will start not earlier than 7:00 a.m. not later than 9:02 9:00 a.m.




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| 9. | 3.B.b | The weekly teaching load at the middle school shall be twenty-five (25) teaching periods of no more than 1575 minutes and five (5) unassigned preparation periods of no less than 315 minutes per week. A teacher at the middle school shall have five (5) teaching assignments or may be assigned a study hall, lunch or hall duty as part of their five (5) assignments per day. |
| 10. | 3.B.c. | The weekly teaching load at the high school shall be twenty-five (25) teaching periods of no more than 1575 minutes and five (5) unassigned preparation periods of no less than 315 minutes per week. A teacher at the high school shall have five (5) teaching assignments or may be assigned a study hall, lunch or hall duty as part of their five (5) assignments per day. |
| 11. | 3.B.d. | The Board and the Association shall negotiate a mutually agreeable solution to any changes in the above schedules before any changes are implemented. This is to include, but is not limited to: half-days, year-round school, and calendar. |
| 12. | 3.C. | Teachers at the ELEMENTARY , middle school, and high school may choose to volunteer to supervise the lunchroom during their lunch period. Teachers who elect this lunch duty shall be paid \$1,800 per teacher per semester/ \$1,200 PER TEACHER TRIMESTER AT THE ELEMENTARY . If there are more volunteers in a building than needed, principals may assign this duty on a rotating basis by semester. |
| 13. | 3.D. | If Kindergarten teachers have two sessions (AM/PM) they will be provided with two (2) full days each semester for parent-teacher conferences. Kindergarten teachers will receive one-half (1/2) day of release time for records purposes. |
| 14. | 3.E. | In the event that Art, Music, and Physical Education are removed from the elementary day, elementary teachers will be provided two (2) fifteen (15) minute relief periods each day. Teachers will not be required to be in the classroom during this time. |
| 15. | 3.E | Teachers of Art, Music, Physical Education, Counselors, Media Specialists, Speech Therapists, Language Arts Consultants, and all Special Education teachers SPECIALS TEACHERS, COUNSELORS, MEDIA SPECIALISTS, AND ANCILLARY STAFF shall be provided with unassigned preparation time in the same manner as other teachers in the district. |



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16. 3.G.

If a teacher shall be permanently assigned to teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation at twenty percent (20%) of his/her annual base salary, as pro-rated per period.

However, The following language is effect for the 2021-2022, 2022-23, 2023-24, 2024-25 and 2025-26 school years, if a teacher shall be permanently assigned to teach more than the normal teaching load as set forth in this Article, he/she shall receive additional compensation based on the following:

Dakota and Chippewa Valley High Schools, including both 10-12 and Ninth Grade Centers are limited to the following based on the total number of staff:

- a. 16% of the staff may be assigned a sixth assignment. He/she shall receive additional compensation of eleven percent (11%) of his/her annual salary or \$7,200, whichever is greater. This shall be calculated by multiplying 5.5% per semester.
- b. 17% of the staff may be assigned a sixth assignment. He/she shall receive additional compensation of twelve percent (12%) of his/her annual salary or \$8,400, whichever is greater. This shall be calculated by multiplying 6% per semester.
- c. 18% of the staff may be assigned a sixth assignment. He/she shall receive additional compensation of thirteen percent (13%) of his/her annual salary or \$9,000, whichever is greater. This shall be calculated by multiplying 6.5% per semester.

Algonquin, Iroquois, Seneca, and Wyandot are limited to 4% of the staff. No more than two (2) teachers at Wyandot and Algonquin and three (3) at Seneca and Iroquois may be assigned a sixth hour at any time. Middle school teachers teaching an additional assignment will be paid eleven percent (11-13%) or \$7,200, whichever is greater. This shall be calculated by multiplying the base salary by 5.5-6.5% per semester.

No teacher shall be required to teach a sixth hour for more than one semester. Anyone who is teaching a sixth hour shall not be required to travel on their lunch.

The above changes to the sixth hour assignment compensation language, for the High Schools and Middle Schools, shall sunset on August 30, 2026, thus defaulting to not exceed 16% of staff.

IF A TEACHER SHALL BE PERMANENTLY ASSIGNED TO TEACH MORE THAN THE NORMAL TEACHING LOAD AS SET FORTH IN THIS ARTICLE, HE/SHE SHALL RECEIVE ADDITIONAL COMPENSATION OF HIS/HER ANNUAL BASE SALARY, AS PRO-RATED PER PERIOD AS DEFINED BELOW:

HIGH SCHOOLS AND 9TH GRADE CENTERS:

- a. HIGH SCHOOL TEACHERS TEACHING AN ADDITIONAL ASSIGNMENT WILL BE PAID THIRTEEN PERCENT (13%) OR \$8,600, WHICHEVER IS GREATER. THIS SHALL BE CALCULATED BY MULTIPLYING THE BASE SALARY BY 6.5% PER SEMESTER.

MIDDLE SCHOOLS:

- a. ARE LIMITED TO NO MORE THAN THREE (3) TEACHERS ASSIGNED A SIXTH HOUR ASSIGNMENT, PER BUILDING, PER SEMESTER
- b. MIDDLE SCHOOL TEACHERS TEACHING AN ADDITIONAL ASSIGNMENT WILL BE PAID THIRTEEN PERCENT (13%) OR \$8,600, WHICHEVER IS GREATER. THIS SHALL BE CALCULATED BY MULTIPLYING THE BASE SALARY BY 6.5% PER SEMESTER.

NO TEACHER SHALL BE REQUIRED TO TEACH A SIXTH HOUR FOR MORE THAN ONE SEMESTER. ANYONE WHO IS TEACHING A SIXTH HOUR SHALL NOT BE REQUIRED TO TRAVEL ON THEIR LUNCH.




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| 17. | 3.H | <p>When a teacher accepts an assignment upon occasion to be a substitute teacher during his/her relief preparation period, he/she shall receive pay for such at the rate of Thirty-five Dollars (\$35.00) per period in the 2021-22 school year and Forty dollars (\$40.00) per period in 2022-23 and beyond. Payment for teachers substituting during preparation periods shall be made at the end of each marking period.</p> <p>In the event no substitute teacher is available, teachers missing planning time will be paid at the rate indicated in this section.</p> |
| 18. | 3.I.c | <p>The high school teachers are required to attend one (1) of the following programs:</p> <ul style="list-style-type: none"> ▪ Graduation ▪ Baccalaureate ▪ Awards Program ▪ National Honor Society Induction • ADDITIONAL OPTIONS MAY BE AVAILABLE AT THE ADMINISTRATORS' DISCRETION (I.E., PROM, HOMECOMING) |
| 19. | 3.I | <p>It is agreed that it is sometimes necessary to have teachers present for evening meetings. Each teacher may be required to attend seven (7) evening meetings per school year. Forty-eight (48) hours notice will be given.</p> |
| 20. | 3.I.i | <p>Staff meetings during an accreditation visit shall require the teacher's attendance and will be held the afternoon following the NCA visit. The day and time may be different than the regularly scheduled staff meeting. The District will give as much notice as possible of the staff meeting change. If a teacher has a necessary obligation that cannot be rescheduled (doctor's appointment, childcare difficulties, etc.), they will be excused from the staff meeting.</p> |
| 21. | 4.A. | <p><u>FULL-DAY KINDERGARTEN</u></p> <p>In the event that the district establishes a full day kindergarten program, it is agreed that the teacher will keep the same students in both sessions. The full day kindergarten class does not need to be in balance with the half-day sessions.</p> <p>Assignment to the full day kindergarten program will be based on seniority. The most senior kindergarten teacher in the building who requests the full day assignments shall be assigned the class.</p> |
| 22. | 4.A. | <p>At the elementary and middle school level, all academic sections of the same level shall be balanced BY THE FIRST TEACHER REPORT DAY ten (10) calendar days before the beginning of the school year.</p> |



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23.	4.B.	GRADES	RANGE MAX
		<u>Elementary</u>	
		Kindergarten	24- 27
		Grade 1	22- 28
		Grade 2	22- 28
		Grade 3	23- 29
		Grade 4	24- 30
		Grade 5	26- 32
		<u>Middle School</u>	
		Grade 6	26- 32
		Grade 7 - 8	27- 33
		Vocal Music	55
		Instrumental Music	55
		Music teacher paid for up to two additional students	50
		(salary/#of days/class max/ 5hrs = rate per student per day for each student over max class size)	
		Physical Education	35
		Technology Education*	28
		Arts/Crafts*	30
		<u>High School</u>	
		Grades 9 - 12	
		(General - English, Social Studies, General Education, Mathematics, Language, Business, Keyboarding, Health, Family and Consumer Resources)	27- 33
		Physical Education	35
		Science	30 33
		Chemistry*	28 33
		Physics*	28 33
		Vocal Music	65
		Instrumental Music	65
		21F/VIRTUAL MENTOR/SEAT TIME WAIVER	55
		Art*	28
		<u>Family and Consumer Resources—</u>	
		Foods NUTRITION, Clothing SEWING & DESIGN	28
		Woods*	25
		Auto*	25
		Small Gas Engines*	32
		Drafting*	28
		<u>Vocational CAREER TECHNICAL EDUCATION (CTE)</u> Per State of Michigan Guidelines	
24.	4.B.	<u>Middle School and Senior High School Counselors, as per North Central or successor organization.</u>	

Any Counselor whose caseload is over 400 on the first student day will be paid \$3,600. Half will be paid at the end of the first semester and half will be paid at the end of the school year.



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25. 4.B. The following class sizes are not subject to the overage language:

Math 180 FOCUS/SUCCESS*	21
Read ENGLISH 180 FOCUS/SUCCESS*	21
ELA Block-Middle School*	21
Math Focus*	21
Geometry Focus*	24

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

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




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28. 4.C.

The desirability of keeping all classes ~~within the "range"~~ **NO HIGHER THAN MAX** is recognized and understood by the Board and the Administration, while the Association recognizes that, in some cases, it may be difficult to do so. In such cases where ~~the upper-range~~ **MAX** is exceeded, the following actions will be taken:

Elementary K-5

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

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

~~Step III: When all classes at a given grade level (Grades 1-5) in a building have an overage of four (4) students, and at the kindergarten level when all classes have an overage of three (3) students, a new teacher will be hired, a new section will be created and students will be redistributed within three weeks. Where facilities do not permit the creation of an additional section, each teacher whose class exceeds the top of the range by four (4) students~~

Step II: ONLY IF THE DISTRICT WERE PROJECTING A FUND BALANCE BELOW TEN PERCENT (10%), CAN THE DISTRICT, ADD AN ADDITIONAL TWO (2) STUDENTS OVER THE ALREADY ALLOWABLE PLUS ONE/TWO LANGUAGE.

~~(Grades 1-5), and in kindergarten three (3) students will be assigned a full-time aide.~~

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

Elementary classrooms:

- K-2 may be over by one (1) student, and
- Grades 3-5 may be over by two (2) students.

When an elementary student is assigned to a teacher's class and which causes the teacher to be over maximum class size, the teacher will either choose to have a parapro for one hour per student over or be paid \$4.00 per student per hour, prorated for such overage.

This also applies to specials teachers. Class size maximums for specials are grade level maximums. Specials teachers will provide the building principal a list of the classes they have seen on rotation days and the dates.

Secondary classrooms:

- Grade 6 may be over by one (1) student, and
- Grades 7-12 may be over by two (2) students.

Teachers will be paid \$4 per student per hour for each student over 33 in grade 6 and 34 in grades 7-12. Maximum class size for grade 6 is 34. Maximum class size for grades 7-12 is 35.

Class size maximums in the CVVA will be the class size maximums for General Education classes.



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| 29. | 4.E. | The Board agrees to make available for each school adequate photocopy COPY machines, computer, AND printer, and clerical assistance to aid teachers in the preparation of instructional materials. |
| 30. | 4.G. | It is agreed that teachers' time should be spent performing professional duties. Wherever possible, aides will be engaged to assist in relieving teachers of non-professional duties. In the event that aides are unobtainable, teachers may voluntarily assume such duties, or be assigned to such duties, if no other reasonable solution exists. |
| 31. | 4.H. | The Board shall make available in each school adequate lunchroom, restroom and Faculty Lounge facilities exclusively for staff use. At least one area shall be reserved in which smoking shall be allowed, if fire codes permit, and which shall be in compliance with Public Act 198. The teachers agree to aid in maintaining these lunchroom/lounge facilities in a clean condition. |
| 32. | 4.I. | Telephone facilities shall be made available to teachers for their reasonable use. |
| 33. | 4.M. | Specialized instruction in Art, Music, and Physical Education, AND STEM at the elementary level will be provided on a regularly scheduled basis as facilities and personnel permit. In the event any or all of these programs are eliminated, the Board agrees to meet with the Association to negotiate the effect these changes will have on their working conditions. In the event that a special teacher is absent, a substitute will be provided to teach that regularly scheduled special class. |
| 34. | 4.N. | A certified person may be selected by the Administration to be the teacher "in charge" of the building and personnel in the absence of the administrative personnel. He/she will operate in the capacity of the school building principal in his/her absence, in the daily operations, functions, and responsibilities of the school, except in the area of teacher evaluations. The teacher "in charge" will be paid a stipend in accordance with Appendix B-1. A DAILY RATE OF \$40 AT THE ELEMENTARY AND MIDDLE SCHOOLS. Middle Schools without an assistant principal shall have a teacher "in charge." A teacher in charge will not be used without prior Association approval except as specified in the contract. |




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35. 4.O.

~~Staff meetings may be called once a week for a maximum of forty-five (45) minutes beyond the time teachers are normally expected to be in the building with a maximum of twenty-nine (29) meetings per school year. Part-time teachers are expected to attend such meetings up to a maximum number as indicated in Article 3 section N. Teachers who serve in more than one building are not required to attend more than one faculty meeting per week.~~

~~Twelve (12) of these meetings may be used for collaboration. Collaboration is defined as teachers working together in assigned groups for the purpose of improving instruction. These meetings will be SCECH approved. The following principles apply to collaboration meetings:~~

- ~~• There can be no required preparation in advance of the meeting.~~
- ~~• There can be no outside reading assigned prior to the meeting.~~
- ~~• There can be no work required to be done after the meeting, including but not limited to exit slips, work product, or minutes of the meeting. Time needs to be allowed for those to be completed during collaboration time.~~
- ~~• Collaboration meetings shall include data review. Teachers may be required to access and review data during this time.~~
- ~~• Collaboration meetings will not be scheduled during conference weeks or weeks where there are three (3) or less teacher days.~~

~~This language will sunset on August 30, 2026.~~

Staff meetings may be called once a week for a maximum of forty-five (45) minutes beyond the time teachers are normally expected to be in the building with a maximum of ~~twenty-nine (29)~~ **TWENTY-TWO (22)** meetings per school year. Part-time teachers are expected to attend such meetings up to a maximum number as indicated in Article 3 section N. Teachers who serve in more than one building are not required to attend more than one faculty meeting per week.

~~Twelve (12)~~ **FOURTEEN (14)** of these meetings may be used for collaboration. Collaboration is defined as teachers working together in assigned groups for the purpose of improving instruction. These meetings ~~will~~ **MAY** be SCECH approved. The following principles apply to collaboration meetings:

- There can be no required preparation in advance of the meeting.
- There can be no outside reading assigned prior to the meeting.
- There can be no work required to be done after the meeting, including but not limited to exit slips, work product, or minutes of the meeting. Time needs to be allowed for those to be completed during collaboration time.
- Collaboration meetings shall include data review. Teachers may be required to access and review data during this time.
- Collaboration meetings will not be scheduled during conference weeks or weeks where there are three (3) or less teacher days.

~~This language will sunset on August 30, 2026.~~

36. 4.P.

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

37. 4.R.

To facilitate this process, the parties recognize that the contract needs to provide flexibility from time to time for innovation in educational programs. Therefore, the parties agree to establish a Contract Innovation and Maintenance Committee ~~effective October 1993~~. This committee shall consist of the Association President and up to four (4) Association members selected by the Association President, and the Superintendent or designee and up to four (4) Administrators selected by the Superintendent or designee. The Contract Innovation and Maintenance Committee's decision-making process shall be by consensus, that is, all members must agree to a concept, plan, or decision for adoption.

38. 4.U.

The teacher has control of the instructional camera in their classroom, with the exceptions noted in the attached Letter of Understanding regarding Lessons for ~~Quarantined~~/Homebound students.

39. 4.V.

~~A facilities Study will be conducted to determine the feasibility of increased stations/class size in Science, Chemistry, Physics, Art, Tech Ed, Family/Consumer Sciences. All mutually agreed upon changes will be implemented.~~



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40. 5.A.

A teacher employed by the Chippewa Valley School District may apply for any bargaining unit vacancy. Such application should be **MADE ONLINE VIA THE DISTRICT'S APPLICATION SYSTEM. in writing, or on a form supplied by the Board and addressed to the Superintendent of Schools/Designee.** Applications will be considered should such vacancy occur, whether during the school year or during the summer. Consideration of the applications shall be on the basis of professional qualifications, background, attainments, and other relevant factors, including service in the District.

For the purpose of this article, the following shall be considered a district-wide department:

- Special Education classroom teachers,
- **SPECIAL EDUCATION ANCILLARY STAFF**
- ELL classroom teachers

41. 5.G.

In filling vacancies in administrative positions, the Board/Designee shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the School District, of all applicants from within the School District, as well as applicants from outside the School District. Whenever an administrative vacancy arises, or when new positions are created, the Administration will post said vacancy for seven (7) days **ONLINE in the faculty room of each building in the Chippewa Valley School system.** The vacancy shall not be filled less than one week after the posting of vacancies at the supervisory and administrative levels, and the filling of newly created supervisory and administrative positions is the prerogative of the Board, and the decisions of the Board with respect to such matters shall be final.

42. 5.H.

The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for transfer to a different building shall be made in writing, **on forms furnished by the Board. One copy THE REQUEST** shall be filed with the **Personnel Office HUMAN RESOURCES DEPARTMENT, and one copy shall be filed with the building principal.** The request shall set forth the reason for transfer, the school, grade, or position sought and the applicant's academic qualifications.

43. 5.I.d.

If staff in an elementary, middle school, or high school building needs to be reduced, the **principal shall provide all teachers in that building with a form HUMAN RESOURCES DEPARTMENT WILL EMAIL ALL TEACHERS IN THAT BUILDING,** mutually agreed to by the Association and the Board to determine their desire to volunteer to be displaced.

A teacher volunteering does not have return rights to the building in which they left.

44. 5.L.

This is limited to a maximum of four (4) positions for each school year. Any intern must return to their classroom after ~~one (1)~~ **TWO (2)** year(s) and stay in the classroom for one (1) school year in order to be eligible to become an intern again. A substitute will be placed in the classroom from which the intern was released. **The language in this paragraph will sunset on August 30, 2026**

45. 5.N.

All vacancies for extra-curricular activities will be posted and open to all personnel. All personnel will have equal opportunity to apply. All extra-curricular activities will be filled from **full-time** personnel, assuming a qualified person in the District applies and is available at the times needed. All extra-curricular positions shall not be considered tenured positions within the meaning of the Michigan Teacher Tenure Act.

46. 5.O.

All vacancies in athletic coaching positions will be posted and open to all personnel. All personnel will have an equal opportunity to apply. All athletic coaching positions will be filled from qualified **full-time** personnel, unless a more qualified person from outside the district applies. It is understood that the administration shall be the judge of qualifications when filling these athletic positions. All athletic positions shall not be considered tenured positions within the meaning of the Michigan Teacher Tenure Act.



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47. 6.C.a. A person reassigned to a subject area or teaching position is required **TO HAVE THE PROPER CERTIFICATION/ENDORSEMENT. to have a minimum of nine (9) semester hours in the reassigned area, or a minimum of one-year previous teaching experience in the assigned area. If the teacher does not have the minimum experience requirement, he/she will be given one year from the date of reassignment in which to obtain the nine (9) semester hours required if they do not have them at the time of reassignment.**
48. 6.H. Seniority credit for teachers who are employed on a part-time basis shall be pro-rated, ~~effective with the 1984-85 school year.~~
49. 6.L. ~~In the event a member of the unit receives unemployment compensation benefits between two (2) school years, (i.e., summer break) and is recalled to employment prior to the beginning of the school year, the amount received after recall in unemployment benefits will be deducted from the teacher's salary for the successor year.~~
50. 6.L. ~~If any tuition students are admitted to the District,~~ Teachers employed by the Board who do not reside in the District shall, upon request, be permitted to have their children attend the Chippewa Valley Schools. ~~on a tuition basis.~~
51. 6.P. ~~All Association materials intended for distribution or display on any property under the management of the Board may be approved and signed by an Association official before display or distribution.~~
52. 8.E. The Association shall have the right to use school facilities and equipment, ~~including typewriters, mimeographing machines, photocopy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment,~~ at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
53. 9.C. **PLACEMENT OF A STUDENT TEACHER/INTERN IS INITIATED BY EDUCATIONAL SERVICES DEPARTMENT. THE UNIVERSITY WISHING TO PLACE A STUDENT TEACHER/INTERN IN THE DISTRICT SHALL BE DIRECTED TO THE EDUCATION SERVICES DEPARTMENT.** Supervision by a teacher of a student teacher/intern shall be voluntary...
54. 9.D. **Remuneration paid to the School District WILL BE DISBURSED INTO AN INTERNAL BUILDING FUND. THE SUPERVISING TEACHER WILL DETERMINE FOR WHAT EDUCATIONAL PURPOSE THE MONEY IN THE FUND WILL BE USED.** ~~for the placement of student teachers/interns will be handled in the following manner:~~
- a. ~~Half shall be paid to the supervising teacher.~~
- ~~Half shall be put into a fund set up in each building. The supervising teacher in each building will determine for what educational purpose the money in the fund will be used.~~
55. 9.I.g. **READING INTERVENTIONISTS WILL BE REQUIRED TO PARTICIPATE IN SEVEN (7) NIGHTS OF OBLIGATION.**
- THEY SHALL ATTEND: CONFERENCES IN THEIR HOME BUILDING AND SNEAK PEEK/CURRICULUM NIGHT, THE REMAINING NIGHT(S) OF OBLIGATION SHALL BE OFFERED BY THE EDUCATIONAL SERVICES DEPARTMENT, AND MAY INCLUDE: PEN NIGHTS, DATA TRACKER LOOK-UP (SEP. JAN. JUNE), OR PREPARING DPDD.**



Adam Blanchard

Tentative Agreement

between

Chippewa Valley Schools

and the

Chippewa Valley Education Association,

MEA-NEA Local 1



Cara Anne Konicek

56. 10.A.
a.b.c.

The parties recognize that children having **DISABILITIES special physical, mental, and emotional problems**, as defined by Rules 340.1701 to 340.1715 inclusive, may require...

- a. The child will be placed in the regular classroom upon the teacher's full knowledge and understanding of the child's **DISABILITY handicap**.
- b. The teacher will be supplied with adequate materials and specialized equipment needed for the proper education of the child possessing a **DISABILITY handicap**, as determined by the Individual Education Planning Committee or

The services of a consultant, who is a specialist in the specific area **OF DISABILITY handicap**, will be made available to the classroom teacher.

57. 10.A.d.

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

- d. The severely handicapped child shall be considered 2.0 students except for emotionally impaired students who shall have a weighted factor of 1.5, when referring to class size. The severely handicapped child shall be defined as those listed below:

- Severe Cognitive Impairment
- ~~Visual Impairment~~
- ~~Hearing Impaired with qualifying criteria as either Deaf or Hard of Hearing~~
- Severe Multiple Impairment
- Emotional Impairment

In grades 9-12, the weighting factor will only be applied for all emotionally impaired students beyond the number four (4) in a non-co-taught classroom.

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

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

58. 10.A.d.

When a Special Education student from an Elementary ~~Webster~~/CLP program is assigned to a teacher's class and causes that teacher to be over maximum class size, the teacher will be paid \$4.00 per student per hour, pro-rated for such overage. This also applies to Special Teachers. Class size maximums for specials are grade level maximums.

59. 10.A.e.

A teacher who has mainstreamed students assigned to his/her class may request a meeting with the **MEMBER(S) OF THE IEP TEAM administrator in charge** to address the individual needs of the mainstreamed students.

60. 10.A.g.

All buildings will have on file two (2) current copies of the THE Special Education rules and regulations SHALL BE POSTED ONLINE AS A STAFF RESOURCE.



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61. 10.B.

10.B. General Education Students

During the course of the school year, if **A TEACHER SUSPECTS A STUDENT OF HAVING A DISABILITY, a child is found to possess a physical, mental, or emotional handicap**, the following steps will be taken:

- a. The teacher will take the responsibility for referring the child to the counselor/**SOCIAL WORKER** and building principal.

~~After consultation and joint agreement between the teacher, counselor, and building principal, the student may be removed from the classroom until further steps can be taken to achieve a solution to the problems.~~

62. 10.B.a.

The teacher will take the responsibility for referring the child to the counselor/**SOCIAL WORKER** and building principal.

63. 11.B.

Reasonable physical force may be used only in those situations where **THE SCHOOL EMPLOYEE'S BEHAVIOR IS IN ACCORDANCE WITH BOARD POLICY 5630 and 5630.01.** ~~it is necessary for a school employee to:~~

- a. ~~To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.~~
- b. ~~For self-defense or the defense of another.~~
- c. ~~To prevent a pupil from inflicting harm on himself or herself.~~
- d. ~~To quell a disturbance that threatens physical injury to any person.~~
- e. ~~To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.~~
- f. ~~To protect property~~

LINK TO BOE POLICY

64. 11.D.

Suspension of the student from school may be imposed only by the Superintendent or his/her designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling, ~~and~~ interviews, **AND USE OF RESTORATIVE PRACTICES** with the child and his/her parent, when warranted

65. 11.G.

Unless the matter is promptly reported (within ~~ten (10)~~ **SEVEN (7)** school days **OF THE DISTRICT RECEIVING NOTICE**) to the teacher concerned, no action shall be taken upon any complaint by a parent, **STUDENT OR OTHER PERSON of a student** directed toward a teacher, and no notice thereof shall be included in said teacher's personnel file. The Association will be notified of documented breaches of professional ethics.

66. 11.H.

The teacher upon ~~written~~ request to the principal shall have a student removed from his/her class when that administrator deems the student unsafe in the classroom, **THE INCIDENT WILL BE DOCUMENTED FOLLOWING DISTRICT PROCEDURES.**

67. 14.A.

During the term of this Agreement neither the ~~teacher organization~~ **ASSOCIATION** nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment), for any purpose whatsoever.

68. 15.A.a.i.

Departments eligible for Chairpersons are English, Social Studies, Science, Mathematics, Art, Music, Physical Education, Life Skills, Business, Career Technology Education, Counseling, **Foreign WORLD** Language, and Special Education. Chairpersons will be compensated as per Appendix B.



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Tentative Agreement
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Chippewa Valley Schools
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Chippewa Valley Education Association,
MEA-NEA Local 1



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| 69. | 15.C.a. | There shall be system-wide Curricular Leaders in those areas as determined by the Board and the Association: Math, Language Arts, Science, Social Studies, PHYSICAL EDUCATION, WORLD LANGUAGE, Information Technology, and Fine VISUAL Arts, and PERFORMING ARTS. Each Curricular Leader shall be a Chippewa Valley teacher appointed by the Superintendent/Designee. |
| 70. | 15.D.d. | Teachers writing/restructuring curriculum shall be paid seventy-five (\$75) ONE HUNDRED (\$100). Teachers presenting workshops for Chippewa Valley teachers shall be paid sixty (\$60) dollars per day. PRESENTERS OF DISTRICT PROVIDED IN-SERVICE WHO HAVE NOT ALREADY PRESENTED THE TOPIC TO DISTRICT TEACHERS SHALL BE PAID A STIPEND OF \$200 PER DAY FOR EACH PRESENTATION. PRESENTERS WHO HAVE ALREADY PRESENTED THE TOPIC TO DISTRICT TEACHERS SHALL BE PAID A STIPEND OF \$130 PER DAY FOR EACH PRESENTATION. FOR THE ABOVE LANGUAGE A DAY IS CONSIDERED FIVE (5) HOURS. AMOUNT PAID IS PRORATED BASED ON HOURS WORKED/TIME PRESENTED |
| 71. | 15.E.b. | Language Arts, Social Studies, Science, Math, Fine Arts, VISUAL ARTS, PHYSICAL EDUCATION, PERFORMING ARTS, Information Technology, WORLD LANGUAGES, Special Education and other Ad Hoc Curriculum Councils will be formed by joint agreement of the Association and the Board. |
| 72. | 15.E.c. | Membership in each Council will consist of the following: A representative selected by the administration, and eighteen (18) TWENTY-ONE (21) teachers recommended by the Association. The teachers recommended by the Association will represent a cross section of the teaching staff in the appropriate subject area. The cross section will consist of ten (10) TWELVE (12) elementary (maximum of one (1) per building unless a vacancy exists after the application deadline), four (4) middle school, and four (4) FIVE (5) high school teachers (two from each high school) AND ONE (1) FROM MOHEGAN selected from the Chippewa Valley staff. |
| 73. | 15.E.J. | When a course has been approved for Chippewa Valley credit by the Superintendent, teachers enrolled in those classes shall receive credit within the District equal to the number of credits designated to the course. |
| 74. | 15.J. | <u>LIST OF MEMBERS PAYING DUES DIRECTLY:</u> The Association will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly to the Association. Thereafter, The Association and Employer will furnish each other a monthly list of all changes, if and when necessary. |
| 75. | 16.C. | If a teacher does not file a grievance with the principal or other designated Board representative within ten (10) school days after the occurrence then the grievance shall be considered as waived. No grievance will be filed prior to September 20th of the current school year. If the problem which occurred between the opening of school and September 20th has not been resolved, A GRIEVANCE MAY BE THEN FILED. before September 20th, it may then be filed as a grievance by September 30th. |
| 76. | 16.D.3. | STEP THREE: If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days, the grievance shall be transmitted to the Assistant Superintendent for Personnel and Labor Relations HUMAN RESOURCES within fifteen (15) school days of when the written disposition was or should have been made in Step Two. Within ten (10) school days the Superintendent or his Designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Association. |
| 77. | 16.H. | <u>REMITTANCE OF DUES TO FINANCIAL OFFICER:</u> Deductions shall be remitted by the Employer to the designated financial officer of the Association as soon as possible after the appropriate pay period. The Employer will endeavor to remit dues within thirty (30) TEN (10) days after the pay period. |



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Tentative Agreement
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MEA-NEA Local 1



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78. 18.A. [(Number of sick days -50) times **95 100%** of current substitute rate], **LESS FICA/MEDICARE (7.65%)**
divided by (contract amount divided by 181) = number of vacation days

A SICK DAY TO VACATION DAY WORKSHEET IS EMAILED ANNUALLY.

Examples:

Years of Service - 23	Years of Service - 36
Accumulated Sick Days - 200	Accumulated Sick Days - 125
contract amount - \$81,346	contract amount - \$63,929
[(200-50)*.95*\$80]/(\$81,346/181)	[(125-50)*.95*\$80]/(\$63,929/181)
[150200*\$76]/\$449.43	[75125*\$76]/\$353.20
\$11,400/\$449.43=	\$5,700/\$353.20=
25.37 Vacation Days	16.14 Vacation Days

It is only necessary to qualify once in regard to the one-hundred (100) day accumulation of sick days.

79. 18.B.g. A teacher **MUST** use **HIS/her** sick leave days, **IF AVAILABLE**, for **AN APPROVED FMLA (I.E. INTERMITTENT LEAVE, MATERNITY LEAVE, SERIOUS HEALTH CONDITION, CARING FOR A FAMILY MEMBER) disability due to pregnancy or childbirth, or medical condition related to pregnancy or childbirth.**
80. 18.E.a. Funeral Leave - up to five (5) days because of each death in the immediate family, beginning at the date of death and within one week after death. **THIS LEAVE CAN BE TAKEN, WITH APPROVAL, AFTER THE WEEK OF THE DEATH. HOWEVER, SUPPORTING DOCUMENTATION MUST BE PROVIDED FOR THE DELAYED LEAVE.** One day only will be allowed upon the death of an uncle, aunt, first cousin, niece or nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law. Immediate family defined: mother, father, **SPOUSE**, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, son, daughter, stepchild, **OR** other relatives living in the employee's household **and spouse.**
81. 18.F.a. ~~A teacher who is absent from work due to an outbreak~~ **TEACHERS SHALL BE PERMITTED TO BE ABSENT FROM THEIR DUTIES WITHOUT LOSS OF PAY OR LEAVE DAYS in his/her school of FOR CASES OF** mumps, scarlet fever, measles, chicken pox, scabies or lice, or conjunctivitis **IN THEIR CLASSROOM(S) shall suffer no loss of compensation when contracting said disease, and shall not be charged with loss of sick leave days**
82. 18.J. ~~It is understood that an employee will not receive more than 100% of his/her regular base salary (salary as reflected in Appendix B Salary Schedule) amount from the Board and/or Board paid insurance programs. This does not preclude the employee from collecting other monies from damages, legal judgments, or settlements.~~
- MOVE TO 23.I (THEN RE-NUMBER)**
83. 19.E. ~~Teachers on Association Leave prior to September 1, 1988 shall be Grandfathered under the contractual language that existed at the time the leave was granted.~~
84. 20.D. When applying for days from the Sick Leave Bank, verification must be obtained from the Payroll Department that forty (40) consecutive working days have elapsed since onset of the absence. Reasonable proof of disability/illness shall be provided by the teacher to the Association and a copy shall be sent to the Board for its records. Reasonable proof shall include a detailed diagnosis, **DIAGNOSIS CODE**, and prognosis for return.



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Tentative Agreement

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MEA-NEA Local 1



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85. 24.A.

~~Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God.~~ When schools are closed temporarily **DUE TO A FORGIVEN REASON because of weather conditions**, teachers are not required to report to their buildings. It is agreed that when school is closed by the District **due to Act of God days**, the following shall apply:

- e. A teacher who is in a dock status shall not be docked ~~for an Act of God day.~~
- f. If a teacher is on FMLA during **an Act of God day**, then they are not docked for the **Act of God FORGIVEN** day. If they extend their FMLA by the **Act of God FORGIVEN** day(s) they will be docked for the extended days.

86. 25.A.

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

87. 25.B.

~~If a teacher has worked 50.50% of the school year they will receive 1.0 experience credit (step) for the year (ROUNDED DOWN). For example, if there were 183 days in a year, the teacher would have to work 91.5 days to receive full experience credit. If a teacher has worked 25.50%-50.49% of the school year they will receive .5 experience credit (step) for the year. If a teacher has worked 25.49% or less of the school year, they will receive no experience credit (step) for the year and will be placed on the same salary step for the following year.~~

IF A TEACHER HAS WORKED MORE THAN 50.50% OF THE SCHOOL YEAR THEY WILL RECEIVE 1.0 EXPERIENCE CREDIT (STEP) FOR THE YEAR. FOR EXAMPLE, IF THERE WERE 183 DAYS IN A YEAR, THE TEACHER WOULD HAVE TO WORK 91.5 DAYS TO RECEIVE FULL EXPERIENCE CREDIT.

IF A TEACHER HAS WORKED MORE THAN 25.50%-AND UP TO 50% OF THE SCHOOL YEAR THEY WILL RECEIVE .5 EXPERIENCE CREDIT (STEP) FOR THE YEAR.

IF A TEACHER HAS WORKED 25.25% OR LESS OF THE SCHOOL YEAR, THEY WILL RECEIVE NO EXPERIENCE CREDIT (STEP) FOR THE YEAR AND WILL BE PLACED ON THE SAME SALARY STEP FOR THE FOLLOWING YEAR..



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Tentative Agreement

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MEA-NEA Local 1



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88. 25.C.

Experience credit shall be granted for days worked. Days worked shall be defined as:

- Sick or personal days
- Jury Duty
- Sick Bank days
- Workers Compensation days
- Death leave
- Association Business/Association release time
- **Paid**-FMLA
- School Business days

Experience credit shall not occur for the following:

- Study leave
- General leave
- Maternity leave (unpaid)/BEYOND FMLA
- Layoff
- Short term leave
- Time on Short-term or Long-Term Disability
- Any unpaid leave of absence

89. 25.I.

After a teacher has served in the School District for twelve (12) years, ~~he/she will receive a salary increase of \$1,000.~~ **LONGEVITY SHALL BE ADDED TO THE TEACHERS SALARY AND SPREAD THROUGHOUT THE YEAR:**

13th to 15th year - \$1,000
 16th to 20th year - \$1,500
 21st to 25th year - \$2,700
 26th to 35th year - \$4,900 **
 36th to 40th year - \$5,900
 41st to 45th year - \$7,100
 46th to 50th year - \$8,300
 51st to 55th year - \$9,500

**** TEACHERS WHO HAVE SERVED CHIPPEWA VALLEY SCHOOLS FOR MORE THAN TWENTY-FIVE (25) YEARS, SHALL BE ABLE TO USE TWO (2) OF THEIR PERSONAL BUSINESS DAYS WITHOUT RESTRICTION, EXCEPT THE FIRST/LAST DAY OF SCHOOL. THE ABILITY TO USE THESE DAYS WITHOUT RESTRICTIONS DO NOT ACCRUE (NO MORE THAN TWO (2) MAY BE USED IN ANY ONE YEAR)**

90. 25.I.

Upon approval of ~~Central Administration~~ **EDUCATIONAL SERVICES**, Industrial Arts, Art, Physical Education, Home Economics, and Laboratory Science teachers may be allowed to work up to 30 hours of extra time per year at a rate of fifteen (\$15.00) dollars per hour in organizing and performing other nonacademic duties involved in teaching their subjects. Requests for such payment must be submitted to the Building Administration on regular payroll forms.



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Tentative Agreement

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MEA-NEA Local 1



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91. 25.J.

~~Upon approval of Central Administration, Co-op placement teachers will receive \$125.00 for extra summer work in locating jobs for co-op students. In addition, the teacher will receive \$20.00 per pupil for each pupil placed in a job to a maximum of \$500.00.~~

L. Co-op Placement Teacher INTERNSHIP COORDINATOR (defined by Michigan Vocational Guidelines as the **Co-op coordinator INTERNSHIP COORDINATOR**)

- a. Starting with the 2005-06 school year, Chippewa Valley High School and Dakota High School **will MAY** have one (1) **Co-op Placement Teacher INTERNSHIP COORDINATOR** for each building serving all **Co-op INTERNSHIP** programs. Released class periods allocated for coordination of the **Co-op programs INTERNSHIP** will be determined by the State of Michigan Vocational Guidelines. If the number of students in the **Co-op program INTERNSHIP** exceeds the maximum number of students as determined by the State of Michigan for five (5) periods, then an additional full or part-time position will be added.
- b. The **Co-op Placement Teacher(s) INTERNSHIP COORDINATOR(S)** will meet with each student no less than two (2) times each month for appropriate discussion.
- c. The **Co-op Placement Teacher(s) INTERNSHIP COORDINATOR(S)** position will be posted **for initial placement beginning with the 1994/95 school year and when subsequent** openings occur.
- d. The **Co-op Placement Teacher(s) INTERNSHIP COORDINATOR(S)** is responsible to establish and maintain community partnership relations to assure the continuing availability of **Co-op INTERNSHIP** placement opportunities.
- e. ~~Upon approval of the Director of Technology Education, Co-op Placement teachers will receive \$125 for extra summer work in locating jobs for co-op students. In addition, the Co-op Placement teacher(s) will receive \$20 per student for each student placed in a job to a maximum of \$500.~~
- f. **START AND END TIMES WILL BE CONSISTENT AND SHOULD INCLUDE A LUNCH AND PREP TIME,**
- g. **ADVISORY MEETINGS WILL REPLACE OTHER NIGHTS OF OBLIGATION, SUCH AS GRADUATION, NHS INDUCTION, AWARDS NIGHT, ETC.**
- h. **SUMMER PAY WILL BE THREE (3) WEEKS PAID AT THE TEACHER'S DAILY/HOURLY RATE. AN ADDITIONAL WEEK OF PAID TIME DURING THE SUMMER AT THE TEACHER'S DAILY/HOURLY RATE MAY BE APPROVED THROUGH EDUCATIONAL SERVICES,**
- i. **SITE VISITS FOR ESTABLISHED STUDENTS MAY BE COMPLETED BY ADDITIONAL CTE TEACHERS WHO HAVE A SIXTH HOUR PREP OR CAN BE COMPLETED BY A CTE TEACHER IN ONE HOUR AFTER SCHOOL. TEACHERS WILL BE APPROVED BY THE CTE DIRECTOR WITH INPUT FROM THE INTERNSHIP COORDINATOR.**

92. 25.K.1.

~~The beginning of the year packet shall include a form for any teacher receiving supplemental pay.~~

93. 25.M.

The supplement will be paid on a monthly basis and will begin after severance of active employment with the school district. The supplement shall be \$335 per month from the date of retirement until the month in which the teacher **is eligible for Social Security benefits (AGE TURNS 62)**, up to a maximum of seven (7) calendar years, or eighty-four (84) months. No further supplement will be paid after the death of said teacher except for the month in which the death occurs.

94. 25.N.

Upon retirement, a teacher shall be paid at the then current certified substitute daily rate for each day of personal sick leave accumulation. **This will be paid to 2024-25 retirees, the 2025-26 give back thirty-five (35) days and TEACHERS** are paid out their remaining days at the certified substitute daily rates and all retirees moving forward.



Adam Blanchard

Tentative Agreement

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Chippewa Valley Schools

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Cara Anne Konicek

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| 95. | 25.O. | For the 2023-24, 2024-25, 2025-26 school years, e Each teacher's board contributions to their 403B account shall be zero percent (0%). Part-time teachers, teachers on an unpaid leave of absence during the school year, teachers hired after the beginning of the school year, teachers who retire or resign with an effective date before the end of the school year, shall have the amount pro-rated according to the time taught during the school year. This amount shall be paid on or about April 15 th of each year. |
| 96. | 25.F. | Copies of this Agreement and any amendments shall be duplicated at joint expense of the Board and the Association and presented to all teachers now employed, or hereinafter employed. The Association shall receive at least one hundred-fifty (150) additional copies for its use. THIS AGREEMENT SHALL BE POSTED ON THE DISTRICTS WEBSITE. |
| 97. | 26.M. | The Board and Association agree that the regular school day will start not earlier than 7:00 a.m. not later than 9:02a.m. unless mutually agreed to by the Calendar Committee (Appendix A). If either party proposes to alter these times, it is agreed that the parties will negotiate adjustments in starting times. |
| 98. | 26.P. | In order to properly inform the staff concerning the dollars available for instructional needs within a school, the building administrator will conduct an open staff meeting before the end of the current school year or as soon as the budget is established for the purpose of reviewing the next year's budget, including rationale. |
| 99. | 30. | This Agreement shall be effective as of December 9, 2024 , and in effect until August 31, 2028. This agreement shall not be extended orally, and it is especially understood that it shall expire on the date indicated. |

In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives on the 9th day of **December 2024**.

UPDATE BARGAINING TEAM MEMBERS

- | | | |
|------|----------------------|--|
| 100. | Appendix B
COLA | Each teacher shall receive a cost-of-living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent percentage increase rounded to the nearest one-tenth (1/10) of one percent (1%), of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed zero percent (0%). |
| 101 | Appendix B1 | The following supplemental salaries will be based upon the Bachelor Salary Schedule at the Step determined by the number of years served in that position in the Chippewa Valley School System. Teachers holding positions on Appendixes "B1" and "B2" shall receive a C.O.L.A. adjustment for those positions, to be included in their regular salary C.O.L.A. adjustment |
| 102 | Appendix B1 | Seat time Waiver 21(f) |
| 103 | Appendix B2 | Intramurals |
| 104 | Ed. Services
K-12 | Flip 2 and 3 |



Tentative Agreement
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Chippewa Valley Schools
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MEA-NEA Local 1

Adam Blanchard

Cara Anne Konicek

105	Ed. Services K-12 New 3	The position of the Council will be based on consensus A MAJORITY VOTE WITH A MINIMUM OF 85% OF MEMBERS PRESENT AND TWO (2) UP/YES VOTES OF LEVEL AFFECTED WHO That is, all members must
106	Ed. Services K-12	5. Strike class-size
107	Ed. Services K-12	7. approval RECOMMENDATION
108.	Ed. Services Article 15	6 Full Time Curricular Leaders Released – a Long Term substitute is required to cover the curricular leader 1. K-12 Social Studies 2. K-12 Science 3. K-5 Math 4. 6-12 ELA – Secondary Preferred 5. K-5 (2024-2025 Educator on loan for the MISD – this grant funded position for her to be released as a literacy coach/curricular leader) 6. 6-12 ELA 5 Full Time Curricular Leaders Released – Teachers are hired and no long-term substitute is required 1. K-12 Social Studies 2. K-12 Science 3. K-12 Math 4. K-12 ELA – Secondary Preferred 5. K-5 ELA Literacy Coach/Educator on Loan – Elementary Preferred
109.	15.C.e.	The Board may release HIRE up to 5 FTE teachers to assist in curriculum instruction or curriculum development.
110.	Ed. Services Curricular Leader	CURRICULAR LEADERS MAY BE PAID FOR UP TO 2 DAYS FOR PREPARATION OF BEGINING OF THE SCHOOL YEAR AFTER ADMINS RETURN AT PER DIEM. AFTER 10 MONTH EMPLOYEES RETURN IN AUGUST.



Tentative Agreement
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MEA-NEA Local 1



Letter of Agreement

Letter of Agreement
between
Chippewa Valley Schools (District)
and the
Chippewa Valley Education Association (Association), MEA/NEA Local 1

Both parties, the District, and the Association, have agreed to the following:

Whereas, during the negotiation process the Association put forth proposals known as numbers 54-61,

Whereas, the parties agreed that in order to give the proper and necessary time to review, discuss, and consider that:

- A committee shall be developed
- The committee shall be of equal representation from both parties, with no more than six (6) members from both parties.
- That the committee shall review the above referenced proposals, relevant Board of Education policies and make a recommendation for consideration for incorporation into either staff handbooks, or a future Letter of Agreement to be included in the Collective Bargaining Agreement.
- The work of this committee shall be completed no later than May 2026.

For the district

For the association

Adam Blanchard, date
Assistant Superintendent for Human Resources

Cara-Anne Konicek,
date
President



Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



ch
Cara Anne Konicek

2025-2026 Salary Schedule

Step for those stepping based on eligibility

3% on schedule increase

3% off schedule increase

Revenue/Expenditure Formula

Chippewa Valley Schools							Chippewa Valley Schools						
Salary Schedule 2025-26 School Year							Salary Schedule 2025-26 School Year						
3% Increase on Schedule							3% off schedule payment Dec 15th check						
				M.A.	2nd M.A.					M.A.	2nd M.A.		
	B.A	B.A	M.A.	30 hours	or	PH.D. or		B.A	B.A	M.A.	30 hours	or	PH.D. or
		VOC	plus	or	SPEC.	ED.D			VOC	plus	or	SPEC.	ED.D
STEP	CERT	CERT	CERT	SPEC. CERT	CERT	CERT	STEP	CERT	CERT	CERT	SPEC. CERT	CERT	CERT
0	\$ 43,923	\$ 49,532	\$ 51,616	\$ 53,697	\$ 55,776	\$ 58,386	0	\$ 1,318	\$ 1,486	\$ 1,548	\$ 1,611	\$ 1,673	\$ 1,752
0.5	\$ 45,957	\$ 51,567	\$ 53,650	\$ 55,730	\$ 57,766	\$ 60,419	0.5	\$ 1,379	\$ 1,547	\$ 1,610	\$ 1,672	\$ 1,733	\$ 1,813
1	\$ 47,991	\$ 53,602	\$ 55,687	\$ 57,766	\$ 59,845	\$ 62,455	1	\$ 1,440	\$ 1,608	\$ 1,671	\$ 1,733	\$ 1,795	\$ 1,874
1.5	\$ 50,797	\$ 54,639	\$ 56,729	\$ 58,800	\$ 61,154	\$ 64,266	1.5	\$ 1,524	\$ 1,639	\$ 1,702	\$ 1,764	\$ 1,835	\$ 1,928
2	\$ 53,602	\$ 55,687	\$ 57,766	\$ 59,845	\$ 62,455	\$ 66,089	2	\$ 1,608	\$ 1,671	\$ 1,733	\$ 1,795	\$ 1,874	\$ 1,983
2.5	\$ 54,639	\$ 56,729	\$ 59,073	\$ 61,154	\$ 63,746	\$ 68,170	2.5	\$ 1,639	\$ 1,702	\$ 1,772	\$ 1,835	\$ 1,912	\$ 2,045
3	\$ 55,687	\$ 57,766	\$ 60,369	\$ 62,455	\$ 65,053	\$ 70,253	3	\$ 1,671	\$ 1,733	\$ 1,811	\$ 1,874	\$ 1,952	\$ 2,108
3.5	\$ 56,729	\$ 59,073	\$ 62,193	\$ 64,265	\$ 66,871	\$ 72,337	3.5	\$ 1,702	\$ 1,772	\$ 1,866	\$ 1,928	\$ 2,006	\$ 2,170
4	\$ 57,766	\$ 60,369	\$ 64,007	\$ 66,089	\$ 68,692	\$ 74,424	4	\$ 1,733	\$ 1,811	\$ 1,920	\$ 1,983	\$ 2,061	\$ 2,233
4.5	\$ 59,327	\$ 61,921	\$ 66,090	\$ 68,170	\$ 70,776	\$ 76,506	4.5	\$ 1,780	\$ 1,858	\$ 1,983	\$ 2,045	\$ 2,123	\$ 2,295
5	\$ 60,882	\$ 63,490	\$ 68,173	\$ 70,253	\$ 72,857	\$ 78,583	5	\$ 1,826	\$ 1,905	\$ 2,045	\$ 2,108	\$ 2,186	\$ 2,357
5.5	\$ 62,455	\$ 65,052	\$ 70,253	\$ 72,587	\$ 75,203	\$ 80,673	5.5	\$ 1,874	\$ 1,952	\$ 2,108	\$ 2,178	\$ 2,256	\$ 2,420
6	\$ 64,007	\$ 66,603	\$ 72,326	\$ 74,934	\$ 77,539	\$ 82,738	6	\$ 1,920	\$ 1,998	\$ 2,170	\$ 2,248	\$ 2,326	\$ 2,482
6.5	\$ 65,576	\$ 68,170	\$ 74,680	\$ 77,284	\$ 79,889	\$ 85,089	6.5	\$ 1,967	\$ 2,045	\$ 2,240	\$ 2,319	\$ 2,397	\$ 2,553
7	\$ 67,087	\$ 69,737	\$ 77,015	\$ 79,624	\$ 82,215	\$ 87,427	7	\$ 2,013	\$ 2,092	\$ 2,310	\$ 2,389	\$ 2,466	\$ 2,623
7.5	\$ 68,954	\$ 71,563	\$ 79,359	\$ 82,230	\$ 84,820	\$ 90,034	7.5	\$ 2,069	\$ 2,147	\$ 2,381	\$ 2,467	\$ 2,545	\$ 2,701
8	\$ 70,768	\$ 73,375	\$ 81,705	\$ 84,833	\$ 87,428	\$ 92,630	8	\$ 2,123	\$ 2,201	\$ 2,451	\$ 2,545	\$ 2,623	\$ 2,779
8.5	\$ 73,111	\$ 75,712	\$ 84,566	\$ 87,428	\$ 90,034	\$ 95,489	8.5	\$ 2,193	\$ 2,271	\$ 2,537	\$ 2,623	\$ 2,701	\$ 2,865
9	\$ 75,460	\$ 78,054	\$ 87,428	\$ 90,024	\$ 92,630	\$ 98,357	9	\$ 2,264	\$ 2,342	\$ 2,623	\$ 2,701	\$ 2,779	\$ 2,951
9.5	\$ 76,758	\$ 79,362	\$ 90,289	\$ 92,892	\$ 95,489	\$ 100,952	9.5	\$ 2,303	\$ 2,381	\$ 2,709	\$ 2,787	\$ 2,865	\$ 3,029
10	\$ 78,266	\$ 80,885	\$ 93,146	\$ 95,757	\$ 98,357	\$ 103,562	10	\$ 2,348	\$ 2,427	\$ 2,794	\$ 2,873	\$ 2,951	\$ 3,107
10.5	\$ -	\$ -	\$ 96,006	\$ 98,615	\$ 101,218	\$ 108,436	10.5	\$ -	\$ -	\$ 2,880	\$ 2,958	\$ 3,037	\$ 3,253
11	\$ -	\$ -	\$ 99,091	\$ 101,685	\$ 104,277	\$ 109,492	11	\$ -	\$ -	\$ 2,973	\$ 3,051	\$ 3,128	\$ 3,285



Adam Blanchard

Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

Cara Anne Konicek

2026-2027 Salary Schedule

Step for those stepping based on eligibility

3% on schedule increase

3% off schedule increase

Revenue/Expenditure Formula

Chippewa Valley Schools							Chippewa Valley Schools						
Salary Schedule 2026-27 School Year							Salary Schedule 2026-27 School Year						
3% Increase on Schedule							3% off schedule payment Dec 15th check						
				M.A.	2nd M.A.						M.A.	2nd M.A.	
	B.A	B.A	M.A.	30 hours	or	PH.D. or		B.A	B.A	M.A.	30 hours	or	PH.D. or
		VOC	plus	or	SPEC.	ED.D			VOC	plus	or	SPEC.	ED.D
STEP	CERT	CERT	CERT	SPEC. CERT	CERT	CERT	STEP	CERT	CERT	CERT	SPEC. CERT	CERT	CERT
0	\$45,241	\$51,018	\$ 53,165	\$ 55,308	\$ 57,449	\$ 60,138	0	\$1,357	\$1,531	\$1,595	\$ 1,659	\$ 1,723	\$ 1,804
0.5	\$47,336	\$53,114	\$ 55,260	\$ 57,401	\$ 59,499	\$ 62,232	0.5	\$1,420	\$1,593	\$1,658	\$ 1,722	\$ 1,785	\$ 1,867
1	\$49,431	\$55,211	\$ 57,358	\$ 59,499	\$ 61,640	\$ 64,329	1	\$1,483	\$1,656	\$1,721	\$ 1,785	\$ 1,849	\$ 1,930
1.5	\$52,321	\$56,278	\$ 58,431	\$ 60,564	\$ 62,988	\$ 66,194	1.5	\$1,570	\$1,688	\$1,753	\$ 1,817	\$ 1,890	\$ 1,986
2	\$55,211	\$57,358	\$ 59,499	\$ 61,640	\$ 64,329	\$ 68,071	2	\$1,656	\$1,721	\$1,785	\$ 1,849	\$ 1,930	\$ 2,042
2.5	\$56,278	\$58,431	\$ 60,845	\$ 62,988	\$ 65,658	\$ 70,215	2.5	\$1,688	\$1,753	\$1,825	\$ 1,890	\$ 1,970	\$ 2,106
3	\$57,358	\$59,499	\$ 62,180	\$ 64,329	\$ 67,005	\$ 72,361	3	\$1,721	\$1,785	\$1,865	\$ 1,930	\$ 2,010	\$ 2,171
3.5	\$58,431	\$60,845	\$ 64,058	\$ 66,193	\$ 68,877	\$ 74,507	3.5	\$1,753	\$1,825	\$1,922	\$ 1,986	\$ 2,066	\$ 2,235
4	\$59,499	\$62,180	\$ 65,927	\$ 68,071	\$ 70,753	\$ 76,657	4	\$1,785	\$1,865	\$1,978	\$ 2,042	\$ 2,123	\$ 2,300
4.5	\$61,106	\$63,779	\$ 68,073	\$ 70,215	\$ 72,899	\$ 78,801	4.5	\$1,833	\$1,913	\$2,042	\$ 2,106	\$ 2,187	\$ 2,364
5	\$62,708	\$65,395	\$ 70,218	\$ 72,361	\$ 75,042	\$ 80,940	5	\$1,881	\$1,962	\$2,107	\$ 2,171	\$ 2,251	\$ 2,428
5.5	\$64,329	\$67,003	\$ 72,361	\$ 74,765	\$ 77,459	\$ 83,093	5.5	\$1,930	\$2,010	\$2,171	\$ 2,243	\$ 2,324	\$ 2,493
6	\$65,927	\$68,601	\$ 74,495	\$ 77,182	\$ 79,865	\$ 85,220	6	\$1,978	\$2,058	\$2,235	\$ 2,315	\$ 2,396	\$ 2,557
6.5	\$67,543	\$70,215	\$ 76,920	\$ 79,602	\$ 82,286	\$ 87,642	6.5	\$2,026	\$2,106	\$2,308	\$ 2,388	\$ 2,469	\$ 2,629
7	\$69,099	\$71,829	\$ 79,326	\$ 82,013	\$ 84,682	\$ 90,049	7	\$2,073	\$2,155	\$2,380	\$ 2,460	\$ 2,540	\$ 2,701
7.5	\$71,022	\$73,710	\$ 81,740	\$ 84,697	\$ 87,364	\$ 92,735	7.5	\$2,131	\$2,211	\$2,452	\$ 2,541	\$ 2,621	\$ 2,782
8	\$72,891	\$75,576	\$ 84,156	\$ 87,378	\$ 90,051	\$ 95,409	8	\$2,187	\$2,267	\$2,525	\$ 2,621	\$ 2,702	\$ 2,862
8.5	\$75,305	\$77,984	\$ 87,103	\$ 90,051	\$ 92,735	\$ 98,354	8.5	\$2,259	\$2,340	\$2,613	\$ 2,702	\$ 2,782	\$ 2,951
9	\$77,724	\$80,396	\$ 90,051	\$ 92,725	\$ 95,409	\$101,307	9	\$2,332	\$2,412	\$2,702	\$ 2,782	\$ 2,862	\$ 3,039
9.5	\$79,061	\$81,743	\$ 92,998	\$ 95,678	\$ 98,354	\$103,981	9.5	\$2,372	\$2,452	\$2,790	\$ 2,870	\$ 2,951	\$ 3,119
10	\$80,614	\$83,312	\$ 95,941	\$ 98,629	\$101,307	\$106,669	10	\$2,418	\$2,499	\$2,878	\$ 2,959	\$ 3,039	\$ 3,200
10.5	\$ -	\$ -	\$ 98,886	\$ 101,573	\$104,255	\$111,689	10.5	\$ -	\$ -	\$2,967	\$ 3,047	\$ 3,128	\$ 3,351
11	\$ -	\$ -	\$102,064	\$ 104,736	\$107,406	\$112,777	11	\$ -	\$ -	\$3,062	\$ 3,142	\$ 3,222	\$ 3,383



Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



2027-2028 Salary Schedule

Step for those stepping based on eligibility
Possible Wage Re-opener
3% off schedule increase
Revenue/Expenditure Formula

\$45,241	\$51,018	\$ 53,165	\$ 55,308	\$ 57,449	\$ 60,138		0	\$1,357	\$1,531	\$1,595	\$ 1,659	\$ 1,723	\$ 1,804
\$47,336	\$53,114	\$ 55,260	\$ 57,401	\$ 59,499	\$ 62,232		0.5	\$1,420	\$1,593	\$1,658	\$ 1,722	\$ 1,785	\$ 1,867
\$49,431	\$55,211	\$ 57,358	\$ 59,499	\$ 61,640	\$ 64,329		1	\$1,483	\$1,656	\$1,721	\$ 1,785	\$ 1,849	\$ 1,930
\$52,321	\$56,278	\$ 58,431	\$ 60,564	\$ 62,988	\$ 66,194		1.5	\$1,570	\$1,688	\$1,753	\$ 1,817	\$ 1,890	\$ 1,986
\$55,211	\$57,358	\$ 59,499	\$ 61,640	\$ 64,329	\$ 68,071		2	\$1,656	\$1,721	\$1,785	\$ 1,849	\$ 1,930	\$ 2,042
\$56,278	\$58,431	\$ 60,845	\$ 62,988	\$ 65,658	\$ 70,215		2.5	\$1,688	\$1,753	\$1,825	\$ 1,890	\$ 1,970	\$ 2,106
\$57,358	\$59,499	\$ 62,180	\$ 64,329	\$ 67,005	\$ 72,361		3	\$1,721	\$1,785	\$1,865	\$ 1,930	\$ 2,010	\$ 2,171
\$58,431	\$60,845	\$ 64,058	\$ 66,193	\$ 68,877	\$ 74,507		3.5	\$1,753	\$1,825	\$1,922	\$ 1,986	\$ 2,066	\$ 2,235
\$59,499	\$62,180	\$ 65,927	\$ 68,071	\$ 70,753	\$ 76,657		4	\$1,785	\$1,865	\$1,978	\$ 2,042	\$ 2,123	\$ 2,300
\$61,106	\$63,779	\$ 68,073	\$ 70,215	\$ 72,899	\$ 78,801		4.5	\$1,833	\$1,913	\$2,042	\$ 2,106	\$ 2,187	\$ 2,364
\$62,708	\$65,395	\$ 70,218	\$ 72,361	\$ 75,042	\$ 80,940		5	\$1,881	\$1,962	\$2,107	\$ 2,171	\$ 2,251	\$ 2,428
\$64,329	\$67,003	\$ 72,361	\$ 74,765	\$ 77,459	\$ 83,093		5.5	\$1,930	\$2,010	\$2,171	\$ 2,243	\$ 2,324	\$ 2,493
\$65,927	\$68,601	\$ 74,495	\$ 77,182	\$ 79,865	\$ 85,220		6	\$1,978	\$2,058	\$2,235	\$ 2,315	\$ 2,396	\$ 2,557
\$67,543	\$70,215	\$ 76,920	\$ 79,602	\$ 82,286	\$ 87,642		6.5	\$2,026	\$2,106	\$2,308	\$ 2,388	\$ 2,469	\$ 2,629
\$69,099	\$71,829	\$ 79,326	\$ 82,013	\$ 84,682	\$ 90,049		7	\$2,073	\$2,155	\$2,380	\$ 2,460	\$ 2,540	\$ 2,701
\$71,022	\$73,710	\$ 81,740	\$ 84,697	\$ 87,364	\$ 92,735		7.5	\$2,131	\$2,211	\$2,452	\$ 2,541	\$ 2,621	\$ 2,782
\$72,891	\$75,576	\$ 84,156	\$ 87,378	\$ 90,051	\$ 95,409		8	\$2,187	\$2,267	\$2,525	\$ 2,621	\$ 2,702	\$ 2,862
\$75,305	\$77,984	\$ 87,103	\$ 90,051	\$ 92,735	\$ 98,354		8.5	\$2,259	\$2,340	\$2,613	\$ 2,702	\$ 2,782	\$ 2,951
\$77,724	\$80,396	\$ 90,051	\$ 92,725	\$ 95,409	\$101,307		9	\$2,332	\$2,412	\$2,702	\$ 2,782	\$ 2,862	\$ 3,039
\$79,061	\$81,743	\$ 92,998	\$ 95,678	\$ 98,354	\$103,981		9.5	\$2,372	\$2,452	\$2,790	\$ 2,870	\$ 2,951	\$ 3,119
\$80,614	\$83,312	\$ 95,941	\$ 98,629	\$101,307	\$106,669		10	\$2,418	\$2,499	\$2,878	\$ 2,959	\$ 3,039	\$ 3,200
\$ -	\$ -	\$ 98,886	\$ 101,573	\$104,255	\$111,689		10.5	\$ -	\$ -	\$2,967	\$ 3,047	\$ 3,128	\$ 3,351
\$ -	\$ -	\$102,064	\$ 104,736	\$107,406	\$112,777		11	\$ -	\$ -	\$3,062	\$ 3,142	\$ 3,222	\$ 3,383




Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

Formula Distribution

Chippewa Valley Schools
Negotiated Formula Distribution
2025/26, 2026/27, and 2027/28 School Years

For the 2025/26, 2026/27, and 2027/28 school years, should enrollment and/or state unrestricted funding vary from estimates used for budgeting purposes, the following formula will be used to calculate amount to be distributed to employees as a lump sum bonus payment. The lump sum payment will not be subject to retirement and will be reduced by FICA taxes. There will be no distribution for total distribution amounts below zero. If there is an unanticipated shift in categorical, grant and/or foundation allowance funding, the District and Association will meet to discuss the impact, if any, on the lump sum formula distribution.

Formula:

$$\begin{aligned} & \text{Foundation Allowance} * (\text{Actual Blended Enrollment} - \text{Projected Blended Enrollment}) * 83\% \\ & \text{Plus} \\ & \text{Actual Blended Enrollment} * (\text{Actual Per Pupil Unrestricted Foundation Allowance} - \text{Projected Per Pupil Unrestricted Foundation Allowance}) * 83\% \\ & \text{Times } 50\% = \\ & \text{Amount to be distributed to employees before taxes} \end{aligned}$$

	2025/26	2026/27	2027/28
Projected Blended Enrollment FTE	14,067	13,871	13,694
Projected State Unrestricted Funding Per Pupil	\$9,858	\$10,108	\$10,358

Example 1:

Actual Blended Enrollment FTE	14,000	14,000	13,700
Actual State Unrestricted Funding Per Pupil	\$9,950	\$10,200	\$10,400

$$\begin{aligned} 25/26 &= (\$9,950 * (14,000 - 14,067) * 83\%) + (14,000 * (\$9,950 - \$9,858) * 83\%) = -\$553,320 + \$1,069,040 = \$515,720 @ 50\% = \$257,860 \text{ to be distributed districtwide} \\ 26/27 &= (\$10,200 * (14,000 - 13,871) * 83\%) + (14,000 * (\$10,200 - \$10,108) * 83\%) = \$1,092,114 + \$1,069,040 = \$2,161,154 @ 50\% = \$1,080,577 \text{ to be distributed districtwide} \\ 27/28 &= (\$10,400 * (13,700 - 13,694) * 83\%) + (13,700 * (\$10,400 - \$10,358) * 83\%) = \$51,792 + \$477,582 = \$529,374 @ 50\% = \$264,687 \text{ to be distributed districtwide} \end{aligned}$$

Example 2:

Actual Blended Enrollment FTE	14,000	13,900	13,500
Actual State Unrestricted Funding Per Pupil	\$9,800	\$10,000	\$10,400

$$\begin{aligned} 25/26 &= (\$9,800 * (14,000 - 14,067) * 83\%) + (14,000 * (\$9,800 - \$9,858) * 83\%) = -\$544,978 + -\$673,960 = -\$1,218,938 @ 50\% = \$0 \text{ to be distributed districtwide} \\ 26/27 &= (\$10,000 * (13,900 - 13,871) * 83\%) + (13,900 * (\$10,000 - \$10,108) * 83\%) = \$240,700 + -\$1,245,996 = -\$1,005,296 @ 50\% = \$0 \text{ to be distributed districtwide} \\ 27/28 &= (\$10,400 * (13,500 - 13,694) * 83\%) + (13,500 * (\$10,400 - \$10,358) * 83\%) = -\$1,674,608 + \$470,610 = -\$1,203,998 @ 50\% = \$0 \text{ to be distributed districtwide} \end{aligned}$$



Adam Blanchard

Tentative Agreement
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Chippewa Valley Education Association,
MEA-NEA Local 1



ca

Cara Anne Konicek

2026-2027 Calendar

July 2027							Days
M	T	W	Th	F			
x	x	x	1	2	x	Full	0
5	x	6	x	7	x	8	x
12	x	13	x	14	x	15	x
19	x	20	x	21	x	22	x
26	x	27	x	28	x	29	x
						Other	0
Comments:							
						Total	0
August 2027							Days
M	T	W	Th	F			
2	x	3	x	4	x	5	x
9	x	10	x	11	x	12	x
16	x	17	x	18	x	19	x
23	x	24	x	25	x	26	x
30	1	31	o				
						Other	1
Comments:							
						Staff returns 8/31	
						Total	1
September 2027							Days
M	T	W	Th	F			
		1	o	2	x	3	x
6	x	7		8		9	
13		14		15		16	
20		21		22		23	
27		28		29		30	
						Other	1
Comments:							
						Total	19
October 2027							Days
M	T	W	Th	F			
				1		Full	21
4	5	6	7	8			
11	12	13	14	15		1/2	0
18	19	20	21	22			
25	26	27	28	29		Other	0
Comments:							
						Total	21
November 2027							Days
M	T	W	Th	F			
1	2	o	3	4		Full	18
8	9	10	11	12			
15	16	17	18	19		1/2	0
22	23	24	x	25	x	26	x
29	30					Other	1
Comments:							
						Total	19
December 2027							Days
M	T	W	Th	F			
		1	2	3		Full	13
6	7	8	9	10			
13	14	15	16	17		1/2	0
20	x	21	x	22	x	23	x
27	x	28	x	29	x	30	x
						Other	0
Comments:							
						Total	13
January 2028							Days
M	T	W	Th	F			
3	4	5	6	7		Full	20
10	11	12	13	14			
17	x	18	19	20	21	1/2	0
24	25	26	27	28			
31						Other	0
Comments:							
						Total	20
February 2028							Days
M	T	W	Th	F			
	1	2	3	4		Full	16
7	8	9	10	11			
14	x	15	x	16	x	17	x
21	22	23	24	25			
28	29					Other	0
Comments:							
						Total	16
March 2028							Days
M	T	W	Th	F			
		1	2	3		Full	18
6	7	8	9	10			
13	14	15	16	17		1/2	0
20	21	22	23	24			
27	x	28	x	29	x	30	x
						Other	0
Comments:							
						Total	18
April 2028							Days
M	T	W	Th	F			
3	4	5	6	7		Full	19
10	11	12	13	14	o		
17	18	19	20	21		1/2	0
24	25	26	27	28			
						Other	1
Comments:							
						Total	20
May 2028							Days
M	T	W	Th	F			
1	2	3	4	5		Full	21
8	9	o	10	11	12		
15	16	17	18	19		1/2	0
22	23	24	25	26			
29	x	30	31			Other	1
Comments:							
						Total	22
June 2028							Days
M	T	W	Th	F			
			1	2		Full	11
5	6	7	8	9			
12	13	14	15	16	x	1/2	0
19	x	20	x	21	x	22	x
26	x	27	x	28	x	29	x
						Other	0
Comments:							
						Total	11



Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
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MEA-NEA Local 1



ca

Cara Anne Konicek

2027-2028 Calendar

July 2027							Days
M	T	W	Th	F			
x	x	x	1	2	x	Full	0
5	x	6	x	7	x	8	x
12	x	13	x	14	x	15	x
19	x	20	x	21	x	22	x
26	x	27	x	28	x	29	x
Other							0
Comments:							
Total							0
August 2027							Days
M	T	W	Th	F			
2	x	3	x	4	x	5	x
9	x	10	x	11	x	12	x
16	x	17	x	18	x	19	x
23	x	24	x	25	x	26	x
30	1	31	o				
Other							1
Comments:							
Staff returns 8/31							
Total							1
September 2027							Days
M	T	W	Th	F			
		1	o	2	x	3	x
6	x	7		8		9	
13		14		15		16	
20		21		22		23	
27		28		29		30	
Other							1
Comments:							
Total							19
October 2027							Days
M	T	W	Th	F			
				1		Full	21
4	5	6	7	8			
11	12	13	14	15		1/2	0
18	19	20	21	22			
25	26	27	28	29		Other	0
Comments:							
Total							21
November 2027							Days
M	T	W	Th	F			
1	2	o	3	4		Full	18
8	9	10	11	12			
15	16	17	18	19		1/2	0
22	23	24	x	25	x	26	x
29	30					Other	1
Comments:							
Total							19
December 2027							Days
M	T	W	Th	F			
		1	2	3		Full	13
6	7	8	9	10			
13	14	15	16	17		1/2	0
20	x	21	x	22	x	23	x
27	x	28	x	29	x	30	x
Other							0
Comments:							
Total							13
January 2028							Days
M	T	W	Th	F			
3	4	5	6	7		Full	20
10	11	12	13	14			
17	x	18	19	20	21	1/2	0
24	25	26	27	28			
31						Other	0
Comments:							
Total							20
February 2028							Days
M	T	W	Th	F			
	1	2	3	4		Full	16
7	8	9	10	11			
14	x	15	x	16	x	17	x
21	22	23	24	25		1/2	0
28	29					Other	0
Comments:							
Total							16
March 2028							Days
M	T	W	Th	F			
		1	2	3		Full	18
6	7	8	9	10			
13	14	15	16	17		1/2	0
20	21	22	23	24			
27	x	28	x	29	x	30	x
Other							0
Comments:							
Total							18
April 2028							Days
M	T	W	Th	F			
3	4	5	6	7		Full	19
10	11	12	13	14	o		
17	18	19	20	21		1/2	0
24	25	26	27	28			
						Other	1
Comments:							
Total							20
May 2028							Days
M	T	W	Th	F			
1	2	3	4	5		Full	21
8	9	o	10	11	12		
15	16	17	18	19		1/2	0
22	23	24	25	26			
29	x	30	31			Other	1
Comments:							
Total							22
June 2028							Days
M	T	W	Th	F			
			1	2		Full	11
5	6	7	8	9			
12	13	14	15	16	x	1/2	0
19	x	20	x	21	x	22	x
26	x	27	x	28	x	29	x
Other							0
Comments:							
Total							11

2028-2029 Calendar

Macomb Intermediate School District has not yet released the 5-year county-wide common calendar.




Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1




Cara Anne Konicek

RESTORED PROHIBITED SUBJECTS:

Restored subjects do not reflect the changes from above 1-110

ARTICLE 5: VACANCIES, PROMOTIONS, TRANSFERS

It is the parties' intent, as it relates to Vacancies, Promotions, and Transfers to comply with section 1248 of the Revised School Code. The parties will comply by ensuring that Vacancies, Promotions, and Transfers are based on effectiveness ratings and then seniority.

- A. A teacher employed by the Chippewa Valley School District may apply for any bargaining unit vacancy. Such application should be in writing, or on a form supplied by the Board and addressed to the Superintendent of Schools/Designee. Applications will be considered should such vacancy occur, whether during the school year or during the summer. Consideration of the applications shall be on the basis of professional qualifications, background, attainments, and other relevant factors, including service in the District.

For the purpose of this article the following shall be considered a district-wide department:

- Special Education classroom teachers,
- ELL classroom teachers

B. Vacancy

For the purposes of this Agreement, a vacancy shall be defined as one of the following:

- a position presently unfilled,
- a position that is currently filled, but for which the Board has received notification that it will be vacated, or
- a position that will be created by establishing a new program.
- Only the vacancies that remain after the following groups of teachers have been assigned must be posted: displaced teachers, recalled teachers, involuntarily transferred teachers, and teachers returning from leave. All voluntary requests for transfer will be considered before this section is implemented.

- C. All vacancies will be emailed to all teachers and posted on the district website for seven (7) workdays. During breaks, vacancies will be posted for seven (7) workdays, based on the days the Board Office has scheduled business hours.
- D. The Association President will also receive a copy of said vacancies. Each teacher who has been determined to be qualified by the Administration after the initial screening process shall receive an interview and will be informed of the results.




Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1




Cara Anne Konicek

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

A teacher employed by the Chippewa Valley Schools may apply for any administrative vacancy during the posted period.



Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



H. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for transfer to a different building shall be made in writing, on forms furnished by the Board. One copy shall be filed with the Personnel Office, and one copy shall be filed with the building principal. The request shall set forth the reason for transfer, the school, grade, or position sought and the applicant's academic qualifications.

I. For the purposes of this Article, the terms "Transfer" and "Reassigned" and "Displaced" are defined as follows:

a. Transfer: Movement from one building to another

- i. When transfers are necessary, all voluntary requests for transfer will be considered first.
- ii. If involuntary transfers are still necessary before school starts, the first teacher(s) to be transferred will be the teacher(s) with the lowest evaluation rating, then least district seniority and required certification within the building from which the transfer is being made.
- iii. If involuntary transfers are necessary after school starts, such transfers will be made on the basis of the teacher with the required certification, lowest evaluation rating, and then the lowest district-wide seniority in one of the following categories, whichever is least disruptive to the educational process:

- Grade
- School
- Department

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

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

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

- Elementary: Original grade level plus or minus one grade level
- Middle School: To same or similar assignment




Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

- High School: Return to original department
 - Special Education district-wide department: Return to original building or level
- d. Displaced: One who is without an assignment due to a reduction in building staff, building closing, the curtailment or elimination of a program, and who is not subject to layoff.

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

In non-layoff years, a teacher in a building whose staff needs to be reduced will have the option to voluntarily be displaced. The most senior teacher(s) volunteering to be displaced will be placed on the displaced list.

A district-wide vacancy list will be provided before any volunteers for displacement are sought. The number of teachers put on the displaced list will match the number of positions the district has determined need to be reduced from a particular building.

If staff in an elementary, middle school, or high school building needs to be reduced, the principal shall provide all teachers in that building with a form, mutually agreed to by the Association and the Board to determine their desire to volunteer to be displaced.

For a teacher to volunteer to be displaced, the teacher must be certified to teach in a position on the vacancy list.

Selection from the district-wide vacancy list shall be made by seniority beginning with the most senior displaced teacher first and continuing until all displaced teachers have been given a position.

A teacher volunteering to be displaced does not have return rights to the building they left.

No teacher shall be coerced by any individual to volunteer to be displaced.




Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

A teacher volunteering does not have return rights to the building in which they left.

- e. Ancillary Assignment Procedure: In cooperation with the Special Education ancillary staff, the Special Education Director will determine the staffing needs and assignment components for elementary and secondary social workers, school psychologists, teacher consultants, speech pathologists, the Transition Coordinator and/or the Work Study Coordinator. The assignments will be based on the following criteria:

- i. Caseload
- ii. Severity and multiplicity of the handicaps
- iii. Student contact hours as determined by the IEP
- iv. Time for consultation with parents and teachers
- v. Unique district situations
- vi. Time for report writing
- vii. Time for travel
- viii. Time for observation
- ix. Individualized Educational Planning Committee Meetings

Every effort will be given to maintain continuity of assignments. The final decision on staffing components rests with the Special Education Director.

Elementary Social Workers shall remain in their assigned elementary building unless one (1) of the following occur:

- i. Retirement/resignation of an Elementary Social Worker
- ii. Reduction or increase of Elementary Social Workers
- iii. Increase of Special Education programs (CLP, ECSE) assigned to an Elementary building. If one of the above occur, then Elementary Social Workers will follow the Ancillary Assignment procedure below

After the staffing needs are determined according to the above criteria, each ancillary group will meet to select assignments. In the event that complete consensus is not reached, each member will choose their assignment based on seniority. Selection of assignment from the assignment list shall be made by the most senior teacher first and the second most senior teacher second and so forth.

- f. Vacancy: For the purposes of the ancillary assignment procedure, a vacancy shall be defined as the following:
- i. a position that is currently filled, but for which the Board has received notification that it will be vacated,



Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



- ii. a position that will be created by establishing a new program, or
 - iii. a new position created by an increase in caseloads.
- g. Transfer: Movement out of the Special Education Ancillary Department or movement within the department to a vacant position for which they are certified and/or licensed.



Adam Blanchard

Tentative Agreement

between

Chippewa Valley Schools

and the

Chippewa Valley Education Association,

MEA-NEA Local 1



Cara Anne Konicek

ARTICLE 6: REDUCTION IN STAFF

- B. The following procedure shall be followed when implementing a reduction in staff
- C. Teachers in those assignments shall be identified for lay-off in the following order:
- a. Highest evaluation rating
 - b. Greatest seniority
 - o Final overall evaluation rating i.e. all effective teachers shall be considered equal for the purposes of this Article.
- D. LAY-OFF: Teachers identified for lay-off will be reassigned if they are certified for a position held by a teacher with the same evaluation rating and with less seniority, which meet the criteria as identified below. That teacher with the same evaluation rating and less seniority will then be identified for lay-off and will follow the same procedure as identified above.
- a. A person reassigned to a subject area or teaching position is required to have a minimum of nine (9) semester hours in the reassigned area, or a minimum of one-year previous teaching experience in the assigned area. If the teacher does not have the minimum experience requirement, he/she will be given one year from the date of reassignment in which to obtain the nine (9) semester hours required if they do not have them at the time of reassignment.
 - b. Teachers reassigned to Vocal Music, Instrumental Music, Family Consumer Science, Technology Education, Physical Education, and Art at the middle school level shall have at least a minor or its equivalent.
- E. Teachers identified for lay-off for the following school year (for reasons as defined in lay-off above) shall be given notice of said lay-off at least thirty (30) calendar days prior to the end of the current year. When lay-offs are made during a school year due to an unanticipated reduction and/or an unanticipated loss in district funds, teachers to be laid off shall receive at least thirty (30) calendar days' notification prior to the effective date of lay off.
- F. RECALL: After notice of lay-off has been given, vacancies which occur prior to the fourth Friday of the school year shall be filled with laid-off teachers with the required certification by seniority, and as stated in Paragraph C. 1. and 2. If no laid-off teachers have the required certification, the least senior teacher currently employed with the necessary certification shall be involuntarily transferred to the vacancy if, as a result, a laid-off teacher can be recalled. Teachers with fifteen or more years' seniority will not be involuntarily transferred to facilitate recall of laid off teachers. After the fourth Friday of the school year all vacancies shall be filled by laid-off teachers with the necessary certification, or by newly hired teachers if




Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1




Cara Anne Konicek

no laid-off teacher has the necessary certification. Laid-off teachers will remain on the recall list for five (5) years.

- a. **NOTIFICATION PROCEDURE FOR RECALL:** The Board shall give written notice of lay off or recall to any affected teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay off, recall or other notice to the teacher. Teachers sent notice of recall shall advise the Board within ten (10) calendar days of receipt of the notice of recall but no later than twenty (20) calendar days from the time the notice was mailed. In the event the teacher does not notify the Board/Administration within the above stated time limit, the teacher shall be removed from the recall list; however, exceptions may be made by the Superintendent/Designee. Notices by either the Board of Education or by the teacher will be made by certified mail, return receipt requested.
- b. If there are ties in seniority, the following criteria will determine priority in this order:
 - i. The number of years of teaching experience other than Chippewa Valley, excluding substitute teaching. This includes any contracted teaching position, including adult education and preschool. Out of state teaching is counted. Private and parochial school experience under contract is counted.
 - ii. Advanced degree(s) obtained.
- G. A yearly lottery shall be held for all individuals whose name appears on the MEA-NEA Local 1, Chippewa Valley Seniority list. The number drawn by each individual shall be assigned to that person. In the lottery the person who draws the lowest number shall appear first within that seniority grouping, etc.
- H. Seniority is defined as a teacher's total length of service as a bargaining unit member. Leave time will not be counted as part of the teacher's total seniority, nor will a teacher's service as an administrator be counted as part of a teacher's total seniority beginning with the 1983-84 school year, (unless provided for elsewhere in this Agreement, or by law). A teacher shall lose his/her seniority if he/she resigns, retires, or is discharged by the Board.

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

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



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Tentative Agreement

between

Chippewa Valley Schools

and the

Chippewa Valley Education Association,

MEA-NEA Local 1



ck

Cara Anne Konicek

his/her seniority date shall be adjusted to August 28, 1975. And each year thereafter Administrator A remains an Administrator in the district, his/her seniority date shall be adjusted as per this example.

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

- I. Seniority credit for teachers who are employed on a part-time basis shall be pro-rated, effective with the 1984-85 school year.
- J. A teacher who is on released time per paragraph N or O of Article VIII shall be considered a full-time employee.
- K. If a teacher refuses reassignment or recall under this provision, he/she shall be removed from the recall list and shall be considered as having resigned. A teacher who had a full-time position prior to lay-off cannot be required to accept a part-time position.
- L. A seniority list with the following information shall be provided to the Association within thirty (30) days after the first-class day of each school year:
 - a. Employee name
 - b. Original date of employment
 - c. Seniority date
 - d. Years of teaching experience per paragraph G. 1 above
 - e. Advanced degree(s) obtained
 - f. Lottery number
 - g. Certification
 - h. Tenure Status
- M. In the event a member of the unit receives unemployment compensation benefits between two (2) school years, (i.e., summer break) and is recalled to employment prior to the beginning of the school year, the amount received after recall in unemployment benefits will be deducted from the teacher's salary for the successor year.
- N. Thirty (30) school days prior to the end of the school year, the Association shall be notified of any program(s) that may be placed into any multi-district consortium for the subsequent school year. In the event that a Chippewa Valley teacher is employed to teach in a consortium program, he/she shall maintain all contractual rights and obligations under this Agreement. No Chippewa Valley teacher shall be reduced in assignment or laid-off due to Chippewa Valley students transferring to classes offered by any other member district of any consortium.



Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

ARTICLE 12: INSTRUCTIONAL SUPPORT

- A. Beginning with the 2024-2025 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
- a. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 - b. An evaluation of the teacher's job performance with timely and constructive feedback.
 - c. Clear approaches to measuring student growth with relevant data on student growth.
 - d. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
 - e. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by a committee of administrators and teachers
- B. The district shall choose an evaluation tool from the list of approved evaluation tools determined by the State of Michigan. The district has selected 5 Dimensions of Teaching and Learning
- C. 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. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.
 - 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.
 - c. The observation shall be no less than fifteen (15) minutes, must be performed in person, and cannot use surveillance devices as defined in Article 26.S.
 - d. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation.




Adam Blanchard

Tentative Agreement

between

Chippewa Valley Schools

and the

Chippewa Valley Education Association,

MEA-NEA Local 1




Cara Anne Konicek

- e. Following the completion of the formal observation, the teacher will provide information related to C.b to the observing administrator within three (3) school days.
 - f. A post-observation feedback cycle shall be held between the teacher and administrator within ten (10) school days or no more than thirty (30) calendar days after the observation occurred.
 - g. After the post-observation feedback, the teacher will have an opportunity to respond to and provide written feedback on that observation.
 - h. There shall be at least 3-4 classroom observations of a teacher in each school year that the teacher is evaluated.
 - i. There shall be one scheduled observation used in the year-end evaluation determination.
- D. Beginning July 1, 2024, the annual performance evaluation system will assign a year- end rating of "effective", "developing" or "needing support".
- 1. The year-end evaluation rating shall be delivered at a meeting with the observing administrator and the teacher no later than May 30 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.
- E. No bargaining unit member shall be required to attend any meeting or professional development that occurs outside of regular school hours or regularly on their preparation period that is a part of their evaluation, except as required by law.
- F. Bargaining unit members who work less than 60 days in any school year, 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.
- G. If a bargaining unit member has been rated "highly effective" or "effective" for two (2) consecutive year-end evaluations, they shall be formally evaluated with a final summative evaluation every third year thereafter. The District may engage in the coaching process for teachers who are not provided a formal evaluation. 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 two (2) consecutive years.
- H. Bargaining unit members who are on 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:



Adam Blanchard

Tentative Agreement

between

Chippewa Valley Schools

and the

Chippewa Valley Education Association,

MEA-NEA Local 1



Cara Anne Konicek

- a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation by the teacher.
 - b. Professional Development 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 D above 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.
- I. Any alleged violations of non-compliance with the evaluation process as described above shall be subject to the grievance process.
- J. All bargaining unit members shall 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.
- K. 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 of the evaluation and the rating by the school district superintendent or intermediate superintendent, as applicable. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the school district superintendent's or intermediate superintendent's review. A written response regarding the school district superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.
 - b. If a teacher receives 2 consecutive years of an overall ratings of needing support, the teacher may demand to use the grievance procedure as outlined in Article 16 of the collective bargaining agreement.
- L. The district shall provide 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.
- M. 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 that minimally includes all of the following.



Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

- 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.
- 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.



Adam Blanchard

Tentative Agreement
between
Chippewa Valley Schools
and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

ARTICLE 17: MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. The Board shall continue to make payroll deductions upon receipt of written authorization from teachers for union dues, PAC, annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. Employees may tender the monthly membership dues (not including fines or assessments, etc.) by signing a payroll authorization dues deduction card or may pay the same directly to the Association.
- B. The Employer agrees to make monthly collection of Association dues (not including fines or assessments, etc.) September through June, for any employees submitting a signed payroll deduction authorization (see Section E below) to the Employer and to pay over to the Association the total amount thus deducted for all such employees.
- C. **DEDUCTIONS:** Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction" forms together with the provisions of this Agreement. The employer shall have no responsibility for the collection of initiation fees, reinstatement fees, assessments, fines, penalties, or any other deductions not in accordance with this Section.
- D. **ASSOCIATION NOTIFICATION TO THE DISTRICT:** The Association shall notify the Employer in writing of any membership dues certified by the Association as the uniform dues required of the bargaining unit members.
- E. **DELIVERY OF EXECUTED AUTHORIZATION OF PAYROLL DEDUCTION FORM:** A properly executed copy of such "Authorization for Payroll Deduction" form for each employee for whom Association membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter for those forms properly executed and in effect. Any "Authorization for Payroll Deduction" form which is incomplete or in error will be returned to the Association Local President by the Employer.
- F. **WHEN DEDUCTION BEGINS:** Payroll deductions under all properly executed "Authorization for Payroll Deduction" forms shall become effective at the time the application is tendered to the District and shall be deducted from the succeeding month and each month thereafter.
- G. **REFUNDS:** In cases when a deduction is made that duplicates a payment that an employee already has made to the Association or in any other situation that a refund is demanded, said refunds will be made by the Association.
- H. **REMITTANCE OF DUES TO FINANCIAL OFFICER:** Deductions shall be remitted by the Employer to the designated financial officer of the Association as soon as possible after the appropriate pay period. The Employer will endeavor to remit dues within thirty (30) days after the pay period.



Adam Blanchard

Tentative Agreement
 between
Chippewa Valley Schools
 and the
Chippewa Valley Education Association,
MEA-NEA Local 1



Cara Anne Konicek

- I. **TERMINATION OF PAYROLL DEDUCTIONS:** An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke his "Authorization for Payroll Deduction" upon written notice to the Employer and the Association.

- J. **LIST OF MEMBERS PAYING DUES DIRECTLY:** The Association will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues directly to the Association. Thereafter, the Association and Employer will furnish each other a monthly list of all changes, if and when necessary.

- K. **DISPUTES CONCERNING PAYROLL DEDUCTION:** Any dispute between the Association and the employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for payroll deduction form shall be reviewed with the employee, a representative of the Association and the designated representative of the Employer.

- L. **LIMIT OF DISTRICT'S LIABILITY:** The Board/Employer shall not be liable for any errors or losses in the administration of this Article. The Board/Employer shall not be liable for the remittance of payment of any sum other than those constituting actual deductions made from wages earned by the employees. Further, MEA and the Chippewa Valley Education Association shall protect, indemnify and save the Board/Employer harmless against any and all claims, demand, costs, suits, and any other forms of liability that may arise out of or by reason of, action taken or not taken by the Board/Employer for the purpose of complying with this Article.

- M. In the event that Janus v. AFSCME is overturned or revised, the language from 2012 shall return, as appropriate, into the Master agreement, as bargained by both parties.




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ARTICLE TBD: DISCIPLINE

- A. The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit employee will be notified in writing of alleged violation
- B. When a teacher has a reasonable belief that discipline may result from a meeting with the administration, said teacher has a right to have an Association Representative present at such meeting. The reasonableness of the apprehension or belief of the teacher that the meeting will result in disciplinary action is to be determined by objective standards. It is understood that an administrator shall not proceed with a meeting once a teacher has requested an Association Representative until such time as the Association Representative is present. If the employee's requested Association Representative is not available, the District may have another Association Representative and continue with the meeting.
- C. When a teacher is investigated by administration, said teacher has a right to have an Association Representative present at such meeting. It is understood that an administrator shall not proceed with a meeting once a teacher has requested an Association Representative until such time as the Association Representative is present. If the employee's requested Association Representative is not available, the District may have another Association Representative and continue with the meeting.
- D. If a teacher declines representation the teacher must sign a waiver of that right and said waiver shall be provided to the Association within ten (10) school days. The teacher may revoke their waiver and request representation at any time.
- E. No bargaining unit member shall be disciplined, warned, reprimanded, or suspended without just cause. Any written warning, reprimand, or suspension shall include the reason(s) for the discipline and shall be preceded by a conference with the teacher. The Board recognizes the process of progressive discipline for teachers. Disciplinary measures may include but are not limited to oral warning, written warning, written reprimand and paid or unpaid suspension, and discharge. The parties recognize that the severity of an offense may provide for acceleration of the progressive discipline.
- F. No suspension shall adversely affect any other rights or benefits under this Agreement.
- G. For bargaining unit members whose employment is governed by the Teachers' Tenure Act (TTA) MCL 38.71 et seq, the standard for demotion (demotion, for purposes of the TTA, is defined as suspension without pay for fifteen (15) or more consecutive days or reduction in compensation for a particular school year by more than an amount equivalent to thirty (30) days' compensation or to transfer to a position carrying a lower salary or discharge) shall be made only for a reason that is not arbitrary or capricious. In the event the TTA is amended to provide a standard other than arbitrary and capricious, then that standard shall be utilized.
- H. For bargaining unit members who hold positions that are not governed by the TTA, the standard for discipline up to and including discharge shall be reasonable and just cause.
- I. The Superintendent (or designee) is authorized to place a bargaining unit member on paid administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.



A blue ink signature of Adam Blanchard.

Adam Blanchard

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A blue ink signature of Cara Anne Konicek.

Cara Anne Konicek

J. DISCIPLINE OF PROBATIONARY TEACHERS

A probationary teacher, as defined by the Teachers' Tenure Act, may be nonrenewed or terminated as provided by the Teacher's Tenure Act. An IDP must be employed consistent with the Teachers' Tenure Act. The discipline, discharge or nonrenewal of a probationary teacher shall not be subject to the grievance procedure.