

South Lyon Community Schools

SOUTH LYON EDUCATION ASSOCIATION
MEA/NEA

MASTER AGREEMENT

August 16, 2016 - August 15, 2020

**2016-2020
MASTER AGREEMENT**

**BETWEEN
THE BOARD OF EDUCATION
OF THE
SOUTH LYON COMMUNITY SCHOOL DISTRICT
AND THE
SOUTH LYON EDUCATION ASSOCIATION,
MEA/NEA**

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INTRODUCTION

This Agreement is entered into on, August 16, 2016 by and between the Board of Education of the South Lyon Community School District, Oakland County, Michigan (the “EMPLOYER”) and the South Lyon Education Association, MEA/NEA, a Michigan corporation, (the “ASSOCIATION”), affiliated with the Michigan Education Association (the “MEA”) who are the sole parties to this Agreement.

The Employer and the Association recognize and declare that providing a quality education for the children enrolled in the South Lyon Community Schools is their mutual aim. The parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1. RECOGNITION

- 1.1 The Employer recognizes the Association as the exclusive bargaining representative, as defined in Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et. seq.) as amended, for all certified teaching personnel under contract, and/or on leave, but excluding supervisory and executive, office, clerical, maintenance and operating employees, and food service personnel.
 - A. The term “teacher” refers to all employees represented by the Association in the bargaining unit as defined above.
 - B. The term non-teaching professional staff member (NTPSM) shall include those members of the Association’s bargaining unit whose employment is not regulated by the Michigan Teachers’ Tenure Act.
 - C. The term “employer” means the Board of Education of the South Lyon Community School District and includes its designee, upon whom the Board has conferred authority to act in its place and stead.
 - D. The term “days” refers to days when school is in session.
- 1.2 The Employer agrees not to negotiate with an organization other than that designated as the representative pursuant to Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et seq. as amended, for the duration of this Agreement.

ARTICLE 2. TEACHER RIGHTS

2.1

- A. Each teacher, upon request, may review the contents of his/her personnel files excluding any items required by law to be kept confidential. A representative of the Association may, upon request from the teacher, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items:

- All teacher evaluation reports and recommendations

- Official transcript(s) of academic records to be supplied by the teacher

- Evidence of certification to be supplied by the teacher

- Copy of annual contract/salary notification.

- B. A teacher will be provided a copy of any unfavorable material placed in his/her file, except as excluded in (A) above, and will initial the file copy of same. The teacher's initials will signify knowledge of, rather than agreement with, the contents of the document. A teacher may write a response to any material placed in his/her file, and the response will be attached to the object material.
- C. The District will verbally notify the employee and the Association President within two (2) working days when it receives a request for all or part of the member's personnel file under the Michigan Freedom of Information Act ("FOIA"). If requested, the District shall meet with the affected teacher and an Association representative before the release of the information, if possible, to review the FOIA request and the document(s) requested. The District may agree to redact information as legally provided; however, the District's decision on redaction shall be final. All exempt materials as outlined in Section 13(1) of the FOIA will be redacted before the release of any information.
- D. Procedures used in implementing the FOIA as it applies to the personnel files of NTPSM shall be as follows:

When a disciplinary investigation is in process, all materials relating to it shall be kept in a separate file until a determination of the investigation has been made. If the charge is unsubstantiated, all materials relating to the incident shall be destroyed unless retention is

required by law. If discipline is imposed, it shall become part of the NTPSM's file.

- 2.2 Except for conduct which violated standards of professional behavior or generally-accepted moral standards, the private and personal life of any teacher is not an appropriate matter for the concern or attention of the Employer.
- 2.3 When school is not in session, each teacher shall be given access to the building at reasonable times by arranging such access in advance with the building principal. For the purpose of this article, reasonable time shall be considered time when the building is open. Teachers may be provided access to their buildings during the summer with building principal approval, providing the work of maintenance and custodial employees is not disrupted.
- 2.4 No NTPSM shall be disciplined, reprimanded, or discharged without due process and just cause. This provision shall not apply to the discharge or dismissal of a probationary employee.
- 2.5 When a NTPSM is to be investigated and/or reprimanded, warned or disciplined in writing, the building principal and/or administrator shall notify the NTPSM of his/her right to request that an Association representative be present. If the NTPSM requests such representation, the Association shall provide same as soon as possible, but in no case longer than two (2) working days. If a NTPSM is being interviewed regarding the activities of another NTPSM in a disciplinary matter, the NTPSM being interviewed may request that an Association representative be present.

ARTICLE 3. TEACHER RESPONSIBILITIES

- 3.1 It is the responsibility of the Association and each individual teacher to honor Board policies and administrative regulations that do not conflict with this Agreement.
- 3.2 The teachers' responsibilities to their students and their profession entail the performance of duties and the expenditure of time beyond the regular classroom duty hours, which include:
 - A. Careful daily preparation of lesson plans to meet the needs of students on different levels of ability. Plans should be available for review by

appropriate supervisors and for use by substitutes and shall include a general course outline to cover anticipated or unanticipated long-term absence by the teacher.

- B. Objective evaluation of the progress of each student.
- C. Observation of students in a variety of circumstances and recording of pertinent information for confidential use by teachers, counselors, and administrators.
- D. Discussion of student learning problems with parents in a professional and objective manner.
- E. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual hours impossible.
- F. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evaluation of the K-12 curriculum.
 - (1) Faculty meetings.
 - (2) Department meetings to discuss immediate problems.
 - (3) Grade-level meetings to discuss current processes and procedures, develop budget requests, or coordinate teaching efforts in a subject area.
 - (4) Discussion period with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
 - (5) Previewing audio-visual materials.
 - (6) Examination of new tests and teaching equipment.
 - (7) Reading professional journals.

3.3 Each teacher shall deem it his/her responsibility to participate in public-oriented activities related to his/her teaching assignment and building, such as:

A. Parent-Teacher Conferences

- 1. Whenever possible, all secondary level conferences will be held on Thursdays.
- 2. Prior to the end of the previous school year, staff at each

individual elementary building will determine which two evenings will be scheduled during the week of elementary conferences.

B. Fall Curriculum Night

3.4 Each teacher should deem it his/her responsibility to participate in public-oriented activities related to his/her teaching assignment and building, such as:

A. Public performances of children in plays, concerts, athletics, etc.

If a general education elementary, self-contained special education elementary, or elementary music teacher (or other teacher as approved by building administration) agrees to attend a music concert outside of school hours in a supervisory role, he/she will be paid one hour at the professional rate per contract.

B. Graduation and/or Honors night.

3.5 To provide continuing health protection for the students and other school personnel, it is the District's policy that upon initial employment each employee shall provide, by certification of a physician, evidence of such state of health that he/she is able to attend to his/her assigned duties and essential job functions without undue absence during the ensuing year.

3.6 Teachers who are going to be absent shall notify the Automated Guest Teacher Service as early as possible to report unavailability for each day of absence. After 6:30 a.m., the teacher shall notify the Personnel Bookkeeper or designee.

A. If the teacher has notified the Personnel Bookkeeper or designee or the Automated Guest Teacher Service that he/she will be out a specific number of days, it will not be necessary to call again unless there is a change in the date that the teacher will again report for duty.

B. If a teacher reports to his/her building and finds that he/she is unable to fulfill his/her duties due to illness, the teacher shall notify his/her building administrator as soon as possible. This procedure shall be considered as compliance with proper notification.

3.7 All teachers must participate in a minimum of five (5) days (30 hours) of professional development each year. All beginning teachers must participate in an additional fifteen (15) days within the first three (3) years of teaching. Hours may be satisfied in a variety of ways including staff meeting time that meets state requirements, conference attendance, staff development activity, Oakland Schools seminars, District workshops, building workshops, computer software training, review of software, approved NCA activities, and other activities as approved by the Administration. Six (6) hours of credit shall be given to members of the subject area committees (SAC) for each day spent in the SAC. If a teacher is denied credit for an activity by the building principal, he/she may appeal the decision to the Assistant Superintendent of CITA. Less than full-time teachers shall participate in a pro-rata number of professional development hours. If a teacher does not complete the annual professional development hours, the teacher shall reimburse the District 1/7th of his/her per diem rate for each hour not completed. (To compute the per diem amount in this section, the work year shall be considered to be 182 working days.)

Professional development funds within a building will be rotated among interested staff members, and no teacher will be allowed to attend more than one (1) paid conference when there are teachers in that building who have applied but not been approved to attend a paid conference.

A. Part-time teachers will make every effort to attend full days on Teacher Curriculum Days. Part-time teachers will earn professional development hours and be compensated at their prorated per diem rate for the additional hours beyond their normal work schedule. Requests for attendance exceptions may be made to building principal and/or Special Education Director for approval.

3.8 Teachers shall use the District's grading software so that parents can access their student's grade. Teachers will be held harmless if grades or other records are altered by unauthorized persons.

3.9 Some instructional hours are used as professional development hours under this Agreement, as allowed by law. If the State changes its requirements for instructional days and/or hours and/or professional development hours, the parties will bargain to implement the legally-required changes.

ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 The Employer and the Association agree to abide by the Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*), as amended, and to all laws and statutes pertaining to teacher, individual, and Association rights.

- 4.2 The Association and its members shall have the right to use school facilities for meetings when such requests are made to and approved by the building principal. Approval of said requests shall be granted, provided that such meetings do not interfere with previously-scheduled activities. Use of the school facility shall be provided without charge to the Association on scheduled work days during the regular school year, but in all other ways shall comply with Board policy.

- 4.3
 - A. The Association President, Grievance Chairperson, Building Representative(s), other Association officers, and the MEA Representative(s), shall be permitted to transact official Association business on school property during non-teaching periods, providing that such activity does not interrupt or affect normal school operations, or assigned duties. No Association views on matters relating to Administration-Teacher or Teacher-Employer-Association relationships will be discussed in the instructional setting. All Association representatives entering the building shall first contact the building office regarding the nature of the visit.

 - B. No later than thirty (30) days after the start of the school year, the Association shall identify to the Assistant Superintendent for Administrative Services the names of the President, Grievance Chairperson, and Building Representatives.

- 4.4
 - A. The Employer shall furnish to the Association in response to written requests, all available information, including:
 - Enrollment and membership data

 - Annual financial and audit reports

 - Agenda and minutes of public Board meetings

 - Staff and Administration directory

Monthly balance sheets

Final Budgets

Fringe benefit enrollment data

Supplementary materials acted upon at public Board meetings

Seniority listing of teachers

Other public information in the possession of the Employer to enable the Association to bargain intelligently with respect to future collective bargaining agreements or to process a grievance.

B. Other than the information listed above, it is understood that the Employer will not be required to compile information or statistics not already compiled or available by virtue of computer processing.

4.5 The Association President shall be notified in writing at the same time as the Principal of all changes in said policies, upon the approval of any changes by the Board.

4.6 The Association shall have the right to post notices of its activities on designated bulletin boards, one of which shall be provided in each school. The Association may also use the District's mail service and teachers' mailboxes for communications to teachers. The Association and the Employer shall provide each other with copies of all materials distributed to teachers by means of the District's mail service.

4.7 The Association shall be permitted a telephone in the payroll building of the incumbent Association President. All installation, maintenance, service, and associated costs of this telephone shall be the responsibility of the Association. The location of the telephone shall be determined by the Building Principal. Use of the telephone shall be as outlined in Section 4.3.

4.8 The Association shall have the right to use school equipment including computers, duplicating equipment, calculating machines, and all other types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. The Association must first secure permission for the use of the equipment from the building principal.

- 4.9 The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, age, sex, marital status, or sexual orientation.
- 4.10 Upon request, the Association shall be given a place at the end of the agenda of staff meetings for brief reports and/or announcements. Only ten (10) minutes will be allotted for the Association. Such requests shall be made to the building principal no later than the end of the school day on the Friday before the scheduled staff meeting. This request shall occur no more than one (1) time per month. Should the staff meeting be rescheduled, the Association will be allotted the first 10 minutes of the next scheduled staff meeting.
- 4.11 The Employer shall provide twenty-two (22) days per year for the collective use of the Association for Association business. During years in which negotiations take place, the Employer shall provide twenty-eight (28) days. The Association shall be able to purchase the equivalent of twenty-four (24) days per year at the current daily rate for necessary substitutes. No deduction from individual teacher's leave day accumulation shall be made for the days so used. No more than seven (7) Association business days shall be used on any single week day. The Assistant Superintendent for Administrative Services shall be notified in writing forty-eight (48) hours in advance of such days.
- 4.12 The grievance chairperson shall be notified of any changes in job descriptions or job duties.
- 4.13 The District shall pay the Association President \$20,420 to be increased annually by 62.5% of PPF grant increase or 1%, whichever is greater. The president shall have the option to designate any portion of this amount as ORS reportable income. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service.

ARTICLE 5. BOARD RIGHTS AND RESPONSIBILITIES

- 5.1 To carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

- A. The supervision, direction, and control of the management and Administration of the school system, its properties, and facilities.
 - B. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote, or otherwise discipline employees (for NTPSM for reasonable and just cause), and to promote and transfer employees.
 - C. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board.
 - D. The approval of textbooks and teaching materials, and various teaching aids.
 - E. The right to determine class schedules, class size, the hours of instruction, and assignment of teachers.
- 5.2 The exercise of the foregoing powers, rights, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.
- 5.3 Notwithstanding any provision in this Agreement to the contrary, the District shall not be prevented from taking any actions required by the No Child Left Behind Act or state law or otherwise imposed upon the District by a state or federal agency if any school in the District is identified for program improvement, corrective action, or restructuring.

If compliance actions are required, and if such actions impact otherwise negotiable items, the parties shall negotiate the effects of compliance. Any required bargaining shall commence in a time frame sufficient to allow the District to implement the required actions within the deadlines specified in the No Child Left Behind Act. If impossible, the parties agree that the District is empowered to act unilaterally pending the outcome of effects bargaining.

ARTICLE 6. Member Status

- 6.1 The parties agree that each teacher permitted to work in the District shall sign individual contracts of employment for the time period specified in Section 380.1231 of the Revised School Code. Thereafter, the District may

enter into a continuing contract with a certificated teacher.

- 6.2 The Employer agrees to promptly advise the Association within five (5) business days, barring unforeseen circumstances, of all additions, deletions, or changes in status of members of the bargaining unit.

ARTICLE 7. PROFESSIONAL COMPENSATION

- 7.1 The basic salaries paid to teachers per this Agreement are set forth in Appendix B of this Agreement. The professional rate is \$30/hr to be increased annually by 62.5% of the PPF grant increase or 1%, whichever is greater.
- 7.2 Unless it is in the best interest of the District to do otherwise, all teachers shall be hired at Step 1 of the appropriate salary schedule, regardless of experience. Step positions will not exceed the teacher's actual experience. Placement on the salary schedule is not subject to the grievance procedure.
- 7.3 Changes in degree or preparation levels shall become effective on receipt of an official transcript or other proof of change in status submitted not later than October 1, or March 1, except by special permission of the Assistant Superintendent for Administrative Services. Changes submitted by March 1 shall add one-half (½) of the differential between preparation levels on present salary schedule. Graduate courses, courses that directly apply to an additional major or minor, or any course accepted by the State through an accredited institution of higher education to maintain teacher certification, will be given credit under this section. Credits required for a degree program will be included in the compensation for that degree. Credit may be granted in additional circumstances with approval of the Assistant Superintendent for Administrative Services whose decision would not be grievable.
- 7.4 Any assignment in addition to the normal teaching schedule, extra-curricular duties and assignments set forth in Appendix C, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.
 - A. The basic salaries of teachers involved in extra-curricular duties covered by this Agreement are set forth in Appendix C of this Agreement. Notice of all postings will be sent via email.

- B. Any vacancy in an extra-curricular position which occurs during the school year shall be sent via email SLCS employees.
- C. The parties recognize that from time to time, the creation of additional extra duty positions is desirable. Bargaining unit members who want to add positions to Schedule C during the length of the Agreement shall follow the procedure outlined in Appendix C. No increases in percentage will be negotiated during the life of the Agreement.
- D. Extra-curricular positions shall first be offered to bargaining unit members. No new non-bargaining unit member shall be hired for such position while there is a willing and qualified bargaining unit member who meets the reasonable specifications for the position and is an available applicant.

7.5 Certified teachers employed in their regular assignments beyond the regular school year, shall receive an additional per diem payment based on 182 working days.

- A. The work schedule and calendar for the teachers in the Special Education Early On program, as well as the teachers assigned to District 504 coordinator duties, may be modified by Administration to require work beyond the regular school year. Up to twenty (20) additional full days may be required for teachers in the Early On program. Up to fifteen (15) additional full days may be required for District 504 coordinators.
 - (1) The Special Education Director will meet with the teachers in the spring to discuss and, to the degree possible, collaboratively develop a plan to fill the required additional days. With the Special Education Director's approval, a teacher in the Early On program may voluntarily agree to work more than fifteen (15) additional full days so that a colleague may work fewer days. The Special Education Director reserves the right to require each teacher to work the required maximum number of days.

- (2) The need for additional days for each teacher will be finalized and parameters for a schedule will be communicated to these teachers by May 1st each spring.
- (3) A day is defined as six (6) hours of work and will be compensated at the per diem rate described in Article 7.5. With approval of the Special Education Director, teachers will have the flexibility to schedule full days (6 hours), half days (3 hours), or hourly increments to meet the total requirement. Half days will be compensated at .5 per diem rate and hourly rates will be calculated from the per diem rate.

7.6 Teachers shall be paid in no fewer than 24 equal installments, with the first payment being made on or before the second Friday following the first scheduled teacher work day develop policy and/or permanent sections of a course of study shall be compensated at the professional rate.

7.7 Teacher participation in summer curricular projects intended to develop curriculum or assessments for a permanent section of a course of study shall be compensated at the professional rate.

7.8 Job-Sharing

- A. The Assistant Superintendent for Administrative Services will be contacted for application requirements before applying for a job share position.
- B. Full-time positions for the purpose of job-sharing may be made available:
 - (1) at the discretion of the Board;
 - (2) upon recommendation of the Superintendent or designee;
 - (3) with the approval of the building principals in whose buildings shared positions will be located;
 - (4) within the allocated staff positions for the current school year; and

(5) on a purely voluntary basis.

C. Definition of Shared-Time Teaching

For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being approximately half-time. For a shared position to be approved, the two (2) individuals must complete an application for such a position on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by the Superintendent or designee.

D. Conditions of Operation

The Board may approve shared positions for the current school year dependent upon the following conditions:

- (1) The teacher parties shall not file for unemployment benefits while employed in a shared position of a voluntary nature.
- (2) When a shared position is terminated, each partner will return to full employment only in accordance with Article 21 as appropriate.
- (3) The District's ability to create a shared position shall not result in the rescheduling of large numbers of students. In lower elementary positions or in self-contained classrooms, shared-time positions will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.
- (4) If a teacher partner having joint responsibility for the same students is requested to serve as a long term substitute for their teacher partner by the building principal and agrees, the teacher will be compensated at his/her per diem rate for the substitute time.
- (5) The teacher partners having attained tenure in the South Lyon School District.
- (6) An agreement shall be reached by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. To accommodate this requirement, individual arrangements will be made with the Administration

before implementation.

- (7) The Board and the Association shall work closely together on the implementation and evaluation of the shared-time program.
- (8) Job-sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if the Board decides to eliminate one or all of job-sharing assignments.
- (9) Requests for shared time shall be submitted to the Assistant Superintendent for Administrative Services by April 1. Requests which do not comply with the above date shall be treated on an individual basis.

E. Compensation and Benefits

Shared-time positions will be compensated as follows:

- (1) Teaching salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed. The cost of the positions will not exceed 1.0 staff positions. Teaching half days would mean 50% of full salary.
- (2) Full seniority will accrue to a person in a shared-time position.
- (3) Sick and personal leave will be prorated according to the fraction of the position for which the person is employed as per Article 11.1.A.1.
- (4) The combined cost of fringe benefits for the job-sharing position shall not exceed the benefit costs of one (1.0) full-time position.

F. Evaluation

Before the end of the school year, an evaluation of the job-sharing position will be conducted by all parties involved.

G. Professional Commitments

- (1) All staff meetings shall be attended on an alternate basis, the procedure to be mutually agreed upon between teachers participating in the job sharing program and the Administration. Other professional commitments, parent meetings, and in-services shall be attended as part of each teacher's regular duties with no extra compensation.
- (2) A parent-teacher conference schedule must be approved by the building principal before conference scheduling where applicable.

7.9 The Board shall create a fund of \$5,000.00 each year of the contract for equal distribution amongst teachers with National Board Certification. The maximum stipend per teacher is not to exceed \$1,000.00 per year for the duration of the ten (10) year certification. Teachers requesting the stipend for National Board Certification must notify the Assistant Superintendent for Administrative Services. This payment will be made in one (1) lump sum payment during one of the March pay periods.

ARTICLE 8. INSURANCE

8.1 Option A shall include:

- A. The following health insurance plan options: (1) MESSA Choices II 100/200 deductible with the Saver Rx prescription card, or (2) MESSA ABC Plan I \$1250/\$2500 deductible with the Saver Rx prescription card, or negotiated comparable plan.

(1) On January 1st, the District will contribute an amount equal to the entire deductible for the ABC Plan 1 into the health savings account (HSA) of each employee requesting the contribution, which will be subject to the restrictions of the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq.-

(2) Per the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq., the District will make contributions to a negotiated Medical Benefit Plan for eligible employees for the following amounts:

\$6,142.11 for single coverage
\$12,845.04 for individual and spouse or individual plus 1 non-spouse dependent coverage
\$ 16,751.23 for family coverage

(3) These caps will change annually based on the index described in the Publicly Funded Health Insurance Contribution Act.

(4) The participant shall reimburse the District for his/her portion of the premium, if applicable, through payroll deductions in equal amounts from the participant's regular pay.

(5) In the event of a premium increase, change in family status, or any other event that would cause the District to exceed the limitations established by the Publicly Funded Health Insurance Contribution Act, the District shall make the proper adjustment to the payroll deductions for affected participants.

(6) If Publicly Funded Health Insurance Contribution Act is amended or repealed thereby making any or all of that law unenforceable or should a court of competent jurisdiction issue a decision that all or part of that Act is unconstitutional or not otherwise legally effective, the District will still continue to follow the parameters established under that Act for the duration of this Agreement.

B. \$35,000 term life insurance with AD &D.

C. Long-term disability insurance as follows:

- 1) 50% of salary after a 90 calendar day waiting period.
- 2) Maximum payment of \$5,000 per month.
- 3) Social security freeze.
- 4) Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.

D. Dental insurance: 75% of Class I, benefits with an annual maximum of \$1,000.00, 75% of Class II benefits with an annual maximum of \$1,000.00, and 75% of Class III benefits with a lifetime maximum of \$1,500.00.

E. Vision care MESSA VSP-3 or negotiated comparable plan.

8.2 Option B shall include:

- A. \$35,000 term life insurance with AD & D.
 - B. Long-term disability insurance as follows:
 - 1) 50% of salary after a 90 calendar day waiting period.
 - 2) Maximum payment of \$5,000 per month.
 - 3) Social security freeze.
 - 4) Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.
 - C. Dental insurance: 75% of Class I, benefits with an annual maximum of \$1,000.00, 75% of Class II benefits with an annual maximum of \$1,000.00, and 75% of Class III benefits with a lifetime maximum of \$1,500.00.
 - D. Vision care MESSA VSP-3 or negotiated comparable plan.
 - E. Eligible employees electing not to be covered by health insurance premiums can elect to receive cash in lieu of health care, providing they can deliver proof of coverage by another source (spouse/parent coverage, other qualifying coverage through another governmental agency, etc) that meets the ACA guidelines of adequate and affordable coverage in the amount of \$2264.76 for 2016 which shall be increased by sixty two and a half percent (62.5%) of the per student foundation increase in 2016-17. This amount shall be distributed annually in cash (divided equally among pays or in a lump sum).
- 8.3 Part-time employees who elect Option A shall pay a portion of the health care cost in a prorated amount equivalent to the ratio of employment to full time, subject to authorized payroll deduction. Part-time employees who elect Option B shall receive annuity benefit option monies in an amount equivalent to the ratio of employment to full time.
- 8.4 The school year for purposes of this article shall be September 1 through August 31.
- 8.5 An IRS Section 125 Plan shall be established and made available to the extent possible under law.

ARTICLE 9. WORKING CONDITIONS

- 9.1 The Board and the Association recognize a teacher’s duties as professional duties which cannot be confined to a fixed number of hours per day or per week.

- 9.2 Teaching Hours
 - A. The teaching day shall not begin before 7:20 a.m., nor extend beyond 4:30 p.m. Teacher report time shall be ten (10) minutes before the student instructional day. Teacher end time shall be fifteen (15) minutes after the student instructional day ends. During that time teachers shall attend to those matters which properly require attention, including consultations with parents when scheduled directly with the teacher. On Fridays, or days preceding holidays (excluding compensatory days), vacations or evenings when a teacher’s attendance at a school event is required, the teachers may leave as soon as their students' busses have been called. Should there be a need for the District to reschedule bus runs, that may necessitate starting and ending time adjustment, the parties shall meet to resolve such adjustment.

 - B. Each secondary teacher shall be scheduled for a conference period equivalent in total length of time to a regular class period on a daily basis. Conference periods shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, occasional IEP Team, meetings, and special assistance to students. Conference time, shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that teachers will not leave their buildings during conference time except in an emergency or extenuating circumstance as determined and approved by the building principal. Should the Administration schedule an assembly during the teacher’s conference period and the Administration requires that teacher to report, said teacher shall be paid the professional rate for the assembly.

 - C. Elementary teachers shall have all the time during which their classes are receiving instruction from special instructors in music (35 minutes), art (50 minutes), physical education (35 minutes), and library (20 minutes) for conference time. All time when elementary teachers are not assigned recess duty will be considered conference time. Conference time shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, occasional IEP

Team meetings, and special assistance to students. Conference time shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that teachers will not leave their buildings during conference time except in an emergency or extenuating circumstance as determined and approved by the building principal. All elementary teachers including special instructors shall be guaranteed at least thirty-five (35) consecutive minutes of preparation time each day. Should the Administration schedule an assembly during the teacher's conference period and the Administration requires that teacher to report, said teacher shall be paid the professional rate for the assembly.

- D. Each secondary teacher shall be scheduled at least a thirty (30) minute duty-free lunch period each day. Elementary teachers shall have at least a thirty-five (35) minute duty-free lunch period each day.
- E. A teacher shall be classified as either elementary or secondary based on the majority of the teaching schedule.
- F. Teaching a class during a conference/planning period.
 - (1) A teacher agreeing to teach a class during his/her secondary prep hour or elementary specials time shall be paid \$40 to be increased by 62.5% of PPF grant increase or 1%, whichever is greater.
 - (2)(a) A teacher agreeing to teach during his/her conference period on a "permanent basis" shall be compensated as follows:
 - 1. A teacher agreeing to teach an extra class at the secondary level will be paid one-fifth (1/5) of his/her contractual salary.
 - 2. An elective teacher at the elementary level who does not receive a planning period will be paid an annual stipend determined as follows: 4% (1/25 of his/her contractual salary) multiplied by the number of days per one week he/she is assigned to teach without a planning period. (Maximum 5 days or 20%)
 - 3. Teachers will not be asked to teach during prep hours when administration determines a reasonable full-time position could be created. The SLEA President and

Grievance Chair will be notified when this occurs.

- (b) For the purposes of this section, the term “permanent basis” will mean an extended period over five (5) working days; teachers shall be reimbursed at the rates above retroactive to the first date of said assignment.

9.3 Teaching Loads and Assignments

- A. The teaching load at the secondary level shall not exceed twenty-five (25) teaching periods per week. Teachers assigned more than two (2) subject fields and/or more than three (3) subject preparations within the same subject field shall be compensated \$500 for each additional subject/field course per semester. The weekly teaching load in the elementary school shall not exceed thirty-two (32) hours of classroom teaching.

B. Secondary Teaching Loads

- (1) The Board shall make every effort to maintain class sizes at thirty (30) in the five (5) Core Areas (English, Math, Science, Social Studies, and Foreign Language). When a class size of a secondary teacher exceeds one hundred fifty (150) students per day at any time after the Fall Count Day, the teacher will be paid at the rate of \$2.00 per each student report day per student. If the daily class load does not exceed 150 students, but there are individual classes in which the number of students exceeds 34, the teacher will still be paid \$2.00 per each student report day per student above 34 in each of those classes. A teacher shall be considered a Core Teacher for the purpose of calculating overages as described above when the majority of his/her schedule consists of Core classes. Any such payments will be made at the end of each semester.
- (2) When a class size of a non-core secondary teacher exceeds one hundred seventy-five (175) students per day at any time after the Fall Count Day, the teacher will be paid at the rate of \$2.00 per each student report day per student. Any such payments will be made at the end of each semester.

- (a) The following courses are excluded: Physical Education

(with the exception of Foundations/Healthy Life Habits), and any vocal or performing music class.

C. Every effort will be made to equitably place all secondary non-credentialed students, as well as students eligible for special education or bilingual services across sections of like classes/courses.

D. Elementary Teaching Loads

(1) The teaching load in single grade classrooms (K-5 general education) shall not exceed thirty (30) students except in the case where scheduling could cause an overload of not more than two (2).

(a) When a class size of a teacher in the elementary exceeds the above limits at any time after the Fall Count Day the teacher will be paid \$10.00 per day per student over thirty (30). Any such payments will be made at the end of each semester.

(2) In cases where combination sections are utilized, the District agrees that the maximum size of a combination section shall be twenty-six (26) students, except in the case where scheduling could cause an overload of not more than two (2).

(a) When students from a combination classroom join another classroom for instruction, causing the number of students in that classroom to exceed thirty (30), the teacher will be paid \$2.00 per student over thirty (30) per subject.

(3) If there is no paraprofessional present in the classroom, each mainstreamed elementary special education student shall be counted in a teacher's student load in the regular classroom for academics or in a specials classroom for the purposes of class size limits and overages. The teacher will be paid \$2.00 per student over thirty (30) per subject, no matter what portion of the academic day they are mainstreamed.

(4) Outside of use of an appropriate instructional delivery model, every effort will be made to equitably place all elementary non-credentialed students, as well as students eligible for special

education or bilingual services, across grade level sections.

(5) In the event of a financial emergency created by an executive order, legislative action, or constitutional change, or the loss of an operational millage renewal, the above stated ratios will be rendered null and void.

- E. Teachers will be expected to assume supervision of the recess activities on a rotational basis.
- F. Every effort shall be made to limit the amount of interschool travel of teachers who are assigned to more than one building. Travel time of teachers, who travel during his/her planning period, shall be paid as followed:
 - Between middle schools: \$600 per semester
 - Between all other schools: \$1500 per semester
 - Between more than 2 schools - \$2000 per semester

Teachers who are assigned to more than one building will be paid at the current IRS rate for the travel between buildings.

- G. A teacher with shared building assignments shall determine with administration the teacher's home school for purposes of attending meetings. Other contractual responsibilities between buildings will be shared in a reasonable manner. Any supervisory assignments beyond the regular teaching day, e.g., bus duty, shall be in proportion to the teaching time spent in that building.
- H. Teachers shall be given advance notice of their tentative teaching assignments for the forthcoming year prior to the end of the present school year, but no later than June 1st whenever possible. Schedules are only tentative at that time and may change at the Administration's discretion.
- I. In the event that a teacher's assignment involves moving his/her classroom involuntarily, the teacher will be paid six (6) hours at the professional rate.

9.4 Teaching Conditions

- A. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make every effort to provide adequate facilities, equipment, and material to implement the educational program of the District.
- C. The Board and/or the Association may establish study committees to report on the feasibility of improvement in any or all items in 9.4(B.) above.
- D. The Board agrees to make every effort to provide facilities for:
 - (1) Secure storing of personal belongings of the teacher, provided that the District is not the insurer of the teacher's personal belongings and assumes no liability for the same.
 - (2) A teacher work area containing equipment and supplies to aid in preparation of instructional materials.
 - (3) An appropriately furnished room to be used as a faculty lounge, in addition to the teacher work area.
 - (4) Designated teacher rest rooms.
 - (5) A separate desk for each teacher upon request.
 - (6) Miscellaneous conditions:
 - (a) Parking facilities shall be made available to teachers.
 - (b) The present telephone facilities shall be made available for teacher's school business use and/or necessary personal local calls.
 - (c) Teachers may use the Internet before and after school, as well as during their lunch/conference period, for appropriate personal and business issues per Board policies.
- E. For newly-adopted curriculum, training as determined by the CITA department shall be provided for staff before implementation. Once

training is provided the process, procedures, quality, and quantity of the training is not subject to the grievance procedure.

F. It shall not be the responsibility of the teacher to update CA-60's.

9.5 The Board shall provide a guest teacher(s) for any absent special subject teacher(s) if needed to ensure release time for an elementary classroom teacher, and will make every effort when requested for a resource room teacher. This may include the use of non-specialized guest teacher(s) in these special positions.

9.6 Teachers are expected to comply with 504 plans and IEPs for the medical needs of students in compliance with Federal law. All medical training will be provided by a qualified medical professional. Bargaining unit employees will be advised of the steps to be taken if an emergency arises related to the student's medical condition. Teachers shall not be required to assist with the regular hygiene of medically fragile students, except in emergency situations.

ARTICLE 10. VACANCIES, PROMOTIONS, AND TRANSFERS FOR NTPSM

10.1 The District will post all bargaining unit NTPSM vacancies for five (5) school days and will also send the postings via e-mail to all bargaining unit members. The Board further agrees to post known NTPSM vacancies for the Fall term in the Spring.

10.2 NTPSM wishing to apply for any posted positions shall send a letter of interest to the personnel office within the posting period. NTPSM with specific interests in possible vacancies will notify the personnel office of their interest in writing on an annual basis by completing a transfer request.

10.3 In filling a bargaining unit vacancy for NTPSM, the Board shall consider the professional background and attainments of all applicants, and may consider the length of time each has been in the school system, and other relevant factors.

10.4 In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the District, as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the fillings of

newly-created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board as to such matters shall be final.

- 10.5 changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may be necessary. The right of determination to assign or transfer a teacher is vested in the Board.
- 10.6 Transfers shall be based on NTPSM seniority and once accepted are binding. For an involuntary NTPSM transfer, the least senior NTPSM who is appropriately credentialed and currently qualified for the position and meets the posted specifications reasonably related to the position, shall be transferred. For a voluntary NTPSM transfer, the most senior NTPSM applicant who is appropriately credentialed and currently qualified for the position and meets the posted specifications reasonably related to the position shall be transferred. In staffing new buildings, half the NTPSM positions will be filled on a seniority transfer basis and the other half will be staffed by the principals with either new NTPSM hires or NTPSM the principal has selected who have insufficient seniority but wish to transfer into the building.
- 10.7 The Board shall transfer as many NTPSMs as necessary to positions for which they currently are qualified without additional course work to retain senior employees to the greatest extent possible. Such transfers shall, notwithstanding NTPSM seniority, be made where necessary provided the least senior NTPSM possible is transferred.
- 10.8 An open NTPSM position shall not be considered vacant while there is a NTPSM on layoff who is qualified for the position or when a transfer to the open position of a NTPSM who is currently qualified without additional course work could create an open position for which a laid off NTPSM is qualified.
- 10.9 Requests by a teacher for transfer to a different class, building, or position shall be made in writing on forms furnished by the Board. One copy shall be filed with the Assistant Superintendent for Administrative Services, one with the Principal, one with the Association President, and one with the Association Grievance Chairperson.
- 10.10 Teachers who are placed on an Individual Development Plan (IDP) shall not be allowed to request transfer to other buildings while on the IDP except by

mutual agreement of the affected principals, the Assistant Superintendent for Administrative Services, and the Association President.

ARTICLE 11. LEAVE POLICY

11.1 Daily Absence

A. Sick Leave. All bargaining unit members shall be allowed sick leave privileges listed below. Privileges for part-time employees shall be prorated.

- (1) At the beginning of each school year, teachers who have completed their first day of employment will be credited with twelve (12) days of sick leave allowance. Three (3) of the twelve (12) days can be used for personal business or the entire twelve (12) days can be used for absences caused by sickness and physical disability. Additional personal business days which will be charged to accumulated sick days may be granted at the discretion of the Assistant Superintendent for Administrative Services whose decision is not grievable.
- (2) Sick days may be accumulated to a total of one hundred fifty (150) days. Any sick days lost because of the limit on accumulation stated in this paragraph shall be credited to the Master Sick Bank set forth in Article 12.
- (3) If an employee leaves the District before the end of the school year, the employee will reimburse the District for any used, unearned sick days on a pro-rata basis, e.g., one (1) sick day for each month worked.
- (4) All requests for sick leave must be submitted to the Automated Guest Teacher Services. Proof of illness signed by a physician shall not be required except under the following circumstances:
 - (a) A teacher demonstrating a pattern of sick leave abuse may be notified that he/she will be required to furnish proof of illness signed by a physician for any subsequent use of sick leave during the current school year. Notification of such requirement shall be made in writing to the teacher by the Assistant Superintendent for Administrative Services or a

designated central office administrator.

- (b) For a teacher's absence due to illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.
 - (5) Any teacher whose personal illness extends beyond the period compensated by accrued sick leave and/or sick bank, will be granted a leave of absence without pay or fringe benefits or increment for such time as is necessary for complete recovery, to a maximum of one year.
 - (6) Upon return from the leave, a NTPSM may be assigned to the same or similar position, providing a vacancy exists.
 - (7) Upon written request, such leave may be extended for one (1) year.
 - (8) When a NTPSM returns from leave, he/she must be given a position for which he/she is qualified over a less seniored NTPSM.
- B. School-Related Contagious Diseases. A teacher absent from work because of lice (1 day absence maximum), pink eye (1 day absence maximum), mumps, scarlet fever, measles, shingles, or chickenpox, will be paid for the days absent and the days will not be deducted from accumulated sick leave, upon presentation of a physician's note expressing a likelihood of on-the-job exposure or a confirmed case in the teacher's classroom.
- C. Family Illness. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible may be charged to sick leave and deducted from the employee's accumulation of sick days provided:
- (1) The "necessary care" must be such as would be prescribed by a physician or required by the incapacity of relative requiring care.
 - (2) Where other relatives are available and capable to "provide necessary care", it is agreed that the employee's provision of care is not necessary since "other arrangements" are possible.
 - (3) If more than ten (10) days are used in any one (1) fiscal year for the

above reasons, such use will result in loss of pay, unless approved by the Assistant Superintendent for Administrative Services.

- D. Bereavement Leave. Up to five (5) days bereavement, which are not subject to deduction from the teacher's accumulated sick leave allowance may be used for death in the immediate family. The immediate family shall include father, mother, brother, sister, child, spouse, aunt, uncle, cousin, grandparents, grandchildren, niece, nephew, as well as in-law equivalents of each, step equivalents of the first five, and dependents of the immediate household. When warranted by circumstances, days may be granted at the discretion of the Assistant Superintendent for Administrative Services for the death of persons with whom the teacher resides who are closely associated with the teacher. These days will be deducted from the teacher's accumulated sick leave allowance.
- E. Time lost by unauthorized absence from duty will result in a proportionate salary deduction.

11.2 Professional and Personal Business Leave

- A. Three (3) days a year of sick leave allowance may be used for personal business, non-cumulative for all teachers.
 - (1) No reason shall be required.
 - (2) Abuse of such days may result in loss of pay.
 - (3) A maximum of two **(2)** days may be used consecutively.
- B. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.

Examples of appropriate use are as follows:

- (1) Closing of home mortgage.
- (2) Physician or dentist appointment that cannot be made except during school time.
- (3) Attorney appointments, tax audits, court hearings that cannot be made except during school time.

- (4) Religious holidays.
 - (5) Funerals of persons other than immediate family or relatives as noted above.
 - (6) Government ordered evacuation of the teacher from his/her residence due to a flooding condition, tornado, or contamination.
 - (7) Extensive damage to the teacher's home.
- C. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except by special permission of the Assistant Superintendent for Administrative Services whose decision is not grievable.
- D. No advance notification is required other than the usual absence report procedure, except as noted in 11.2. C. above.

11.3 Parental Leave

A. Pregnancy Disability

- (1) The pregnant teacher shall be allowed to continue in her position as long as she is fit to perform her duties.
- (2) The teacher shall submit a request for pregnancy leave to the Assistant Superintendent for Administrative Services office in writing sixty (60) days before the expected date of the birth of a child. The request shall specify the expected beginning and terminating dates of the leave. The disability leave may begin at any time during pregnancy upon written notice from her personal physician.
- (3) In the event of miscarriage before the inception of leave, and upon written request of the teacher, the Board shall cause the granted leave to be voided.
- (4) In the event of a miscarriage or should the death of the child occur during the period of disability, then termination of the leave shall

be relaxed by the Assistant Superintendent for Administrative Services at the request of the teacher.

- (5) The teacher shall be eligible to return from pregnancy leave upon filing her physician's statement that she is fit for employment. The teacher shall, within six (6) weeks of delivery provide the Administration with a doctor's statement indicating the approximate date of return.

B. Child Care Leave

- (1) Child care leave is available to teachers for the primary care of children during infancy (approximately to 12 months). Requests for such leave shall be made in writing at least four (4) months before said leave. Requests shall state the expected date the leave is to begin and the expected duration of said leave.
- (2) The length of the leave shall not exceed one (1) year, but may be extended at the discretion of the Board, upon written request by the teacher.
- (3) If a pregnancy disability is to be followed by a child care leave, the teacher shall notify the Assistant Superintendent for Administrative Services office in writing at least four (4) months before the expected date of the leave.
- (4) The return date following a child care leave shall be mutually agreed upon between the teacher and Assistant Superintendent for Administrative Services. The return date following a child care leave shall only be at the beginning of a marking period.

C. Adoptive Leave

- (1) A teacher may notify the Board of acceptance as an adoptive parent. If the teacher so desires, an unpaid leave of absence of up to one (1) year may be granted upon notice of placement of the child in the home.
- (2) Such leave is granted to the teacher on the basis that the teacher has the primary care and custody of the child.

11.4 Extended Leave

A. Uniformed Services Leave

- (1) A leave of absence shall be granted a teacher who is inducted or enlists in any branch of the uniformed services of the United States.
- (2) Reinstatement on completion of such service shall be in accordance with applicable law.

B. Public Service Leave

- (1) A teacher will be granted a one (1) year leave without pay or fringe benefits before the beginning of, or at the conclusion of, the school year to campaign for himself/herself to serve in a public office. Further extensions shall be granted at the will of the Board.
- (2) A leave of absence of up to two (2) years without pay shall be granted to a teacher for the purpose of serving as an officer of the Michigan and/or National Education Associations.

C. Legal Services Leave

- (1) A paid leave of absence shall be granted to a teacher called for jury service. Immediately upon receipt of payment for jury duty service, the teacher shall remit payment to the business office, excluding travel allowances and reimbursement of expenses.
- (2) A leave of absence may be granted for court appearance as a non-party witness in a case incident to his/her employment or when a party defendant (with the Board) in a case incident to his/her employment; provided, that the Board is only obligated to pay an amount equal to the difference between the employee's normal straight-time daily rate and the witness fee paid by the court, if any; provided, further, that the employee is required by law to appear.
- (3) Teachers served with a subpoena to appear in court may use their personal business days for such an absence but such use will not be subject to the restrictions of Article 11.2 (c).

D. Hardship Leave

- (1) Upon recommendation of the Assistant Superintendent for Administrative Services and the approval of the Board, a teacher may be granted a leave of absence for up to one (1) year for family or personal hardship or other extenuating circumstances, without pay or fringe benefits.
- (2) Denial of a request for hardship leave shall not be subject to the grievance procedure.

11.5 Payment upon Death, Resignation, or Retirement. Upon the death of a teacher, upon a teacher's retirement from the District, or upon the resignation of a teacher as described in section A, the Board agrees to promptly notify the teacher, or their beneficiary of the teacher's accumulated sick leave benefits, to a maximum of one hundred twenty-five (125) days. The teacher or his/her beneficiary shall receive the cash value of one-third (1/3) the accumulated sick leave at the time of retirement, resignation, or death. Application for receipt of these benefits must be made within one calendar year from the notification provided by the Board.

- A. To receive payment of one-third (1/3) of the accumulated sick leave on retirement, the teacher must have made application and be eligible for monthly retirement or disability allowance from the Michigan Public School Employees Retirement System, or the employee, upon resignation, must have been employed by South Lyon Community Schools for at least ten (10) consecutive years.
- B. The amount of payment for the accumulated sick leave will be based upon the teacher's per diem salary at the time of death or retirement.
- C. If the eligible teacher's sick leave payout is less than one thousand dollars (\$1,000), the payout shall be processed through the District's payroll. If the eligible teacher's sick leave payout is one thousand dollars (\$1,000) or more, the payout shall be processed through the District's 403(b) Special Pay Plan.
- D. The employee will assume the responsibility for the tax obligation associated with any contribution to or distribution from the Plan consistent with state and federal requirements.

11.6 Miscellaneous Provisions Regarding Leaves

- A. Upon the recommendation of the Assistant Superintendent for Administrative Services, the Board may, at the Board's expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.

- B. Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board the difference between the amount paid under the Worker's Compensation Act and his/her regular base salary, computed on a daily basis; provided, however, that the Board's obligation to pay said sum shall terminate on the last working day for which the teacher is compensated in that school year, or the termination of Worker's Compensation benefits, whichever is sooner. Should the Board's payment be found to be subject to the coordination of benefits requirements of the Worker's Compensation Act, such that the amount of Worker's Compensation would be reduced, the teacher shall receive only the Worker's Compensation benefit provided by that statute. In any event, the Board's liability for payment of premiums of fringe benefits shall terminate after six (6) months or the balance of the school year, whichever is less.

- C. Unless otherwise indicated, the following conditions shall apply to leaves of absence:
 - (1) Requests for leaves shall be in writing as soon as possible but no later than June 1. Exceptions shall be made in case of an emergency.
 - (2) Eligibility shall be based on a minimum of three (3) years continuous employment in a district.
 - (3) All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
 - (4) Salary increments shall not accrue.
 - (5) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
 - (6) Re-employment before the termination of an approved leave shall

be at the discretion of the Board.

- (7) Upon return from leave, the NTPSM shall be assigned to the same position, if available. If not available the NTPS shall be assigned to an available position - for which he/she is qualified. A non-probationary NTPSM will be assigned a position for which he/she is qualified over a probationary NTPSM.
- (8) The following shall apply for employees on an unpaid leave of absence at the end of the school year.
 - (a) Insurance benefits shall be prorated based on the portion of the year worked.
 - (b) Employee may self-pay to continue health and/or dental insurance for the duration of the unpaid leave if payroll is notified of intent in advance and payment is made seven (7) days before the beginning of the month, subject to rules and regulations of the carrier.

D. Notification of Return from Leave

- (1) Written notice of intention to return from leave or resign shall be given to the Assistant Superintendent for Administrative Services as early as possible but no later than April 1 of the year, except for a leave of absence terminating during the school year, in which case notification must be received three (3) months before the expiration of the leave. Failure of the teacher to comply with this provision shall result in the forfeiture of any seniority accumulated during the leave of absence or, if no seniority was accumulated during the leave, the forfeiture of an amount of seniority equal to the length of the leave of absence or all accumulated seniority, whichever is less.
- (2) For teachers on leave of absence for less than three (3) months, notification will be required forty-five (45) calendar days in advance of the leave's expiration, except in the case of a leave terminating at the beginning of a subsequent school year, in which case notification must be received by April 1.

11.7 Family and Medical Leave

The Family Medical Leave Act shall be implemented pursuant to policy as adopted by the Board on May 1, 1995 except that the Employer, or the employee, shall have the option of first using accumulated paid sick leave, vacation, and/or personal leave during the FMLA leave. The remainder of any FMLA leave time will be unpaid. If the Employer elects this option, the Employer cannot require that the employee utilize his/her last five (5) days of accumulated sick leave.

ARTICLE 12. MASTER SICK BANK

- 12.1 Master Sick Bank Plan. The procedure for the Administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and whose applications are subsequently approved for sick day(s) benefits.
- 12.2 Funding of Sick Bank. The Master Sick Bank shall be funded in accordance with the following provisions:
- A. Any days which would be lost to the teacher due to Article 11.1.A.(2) shall be credited to the Master Sick Bank.
 - B. Up to twenty (20) sick days which would be lost to a retiring teacher or the resignation of a teacher in accordance with Article 11.5 shall be credited to the Master Sick Bank.
 - C. If the Master Sick Bank falls below one hundred (100) days, the Association may petition the District for one half (½) of the unused sick days from teachers leaving the District.
 - D. Teachers newly-employed by the District shall have one (1) sick day of their allowance transferred to the Master Sick Bank at the beginning of their employment.
 - E. The maximum number of sick days in the Master Sick Bank shall be six hundred (600) days. If Article 12.2.(A) and (B) above provide more than six hundred (600) days, then contributions as provided in Article 12.2 (B) above shall be reduced provided contributions are in increments of half days.

- F. Sick day(s) transferred to the Master Sick Bank from the current allowance of a teacher or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time the teacher terminates his/her employment with the District.
- G. If the number of days in the Master Sick Bank falls below twenty (20) before the end of any school year, the Association will notify the Assistant Superintendent of Administrative Services to make a transfer of up to one (1) more day from each teacher's current allowance to the Master Sick Bank.

12.3 Eligibility - Master Sick Bank. Any teacher is eligible to apply to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for twenty (20) consecutive working days and has used all of his/her own allowance. If a teacher is incapacitated for at least twenty (20) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the twenty (20) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

12.4 Application. Each application for sick days of benefit from the Master Sick Bank must be submitted on the sick bank application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. Application to the Sick Bank must be made within the first fifteen (15) school days of the teacher's disability. All applications must be accompanied by supporting doctor's statements.

12.5 Sick Bank Committee. The Sick Bank Committee shall be composed of two (2) teachers to be selected in any manner determined by the Association and the Assistant Superintendent for Administrative Services. The names of the teachers selected for the Committee shall be forwarded to the Assistant Superintendent for Administrative Services by October 1 of each year. Any application approval by the Committee shall be by a majority vote of the entire Committee. All applications and their disposition shall be forwarded to the Assistant Superintendent for Administrative Services and the Association President. Decisions of the Committee are final and not arbitrable.

12.6 Administration. The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

- A. No teacher shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year. Any eligible teacher having fewer than twenty (20) sick days after completion of the teacher's first day of the school year, and who needs to access the Master Sick Bank that year, will only receive a maximum of a matching number of his/her accrued sick days from the Master Sick Bank.

- B. The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Assistant Superintendent for Administrative Services for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Administration's review) and signed by two (2) members of the Sick Bank Committee. Said forms shall be sent to the Assistant Superintendent for Administrative Services within five (5) days of authorization.

- C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one (1) employee each to be appointed by the Assistant Superintendent for Business and Finance, the Association, and the Sick Bank Committee. A copy of the audit report shall be furnished to the Assistant Superintendent for Business and Finance, the Association, and the Sick Bank Committee.

12.7 Board Retention of Sick Days. All sick leave days accumulated by any teacher in his/her current allowance or those days transferred by the Master Sick Bank from his/her current allowance shall be subject only to the contingent liability of actual sick claim use by the teacher or the Master Sick Bank. All sick leave days which are not used by the teacher or the Master Sick Bank during the period of his/her employment shall not be subject to any other type or kind of claim in any form whatsoever by the teacher or the Association when his/her employment has terminated, except as provided in Article 11.5 as to the teacher's individual accumulation.

ARTICLE 13. CONFERENCES AND CONVENTIONS

13.1 The Assistant Superintendent for CITA or designee will make the assignment involving conference or convention participation.

13.2 Conference and Conventions

- A. All conference or convention expenses shall be reimbursed in accordance with the budgetary requirements.

- B. An itemized account is required which will include details of transportation costs (based upon lowest connecting public carrier costs or official highway map mileage), meals, lodging, and conference registration fee. This report shall be submitted not more than thirty (30) days after the conference or convention.13.3 Teachers wishing to attend educational conferences relative to their instructional assignment must request authorization at least two (2) weeks before the date of this conference. This process is done by submitting to the building principal a Conference or Special Meeting form. All requests must have the approval of the building principal before being forwarded to the Assistant Superintendent for CITA for approval. The requests will be approved or disapproved; and if approved, may be so with none, a part of, or all expenses paid. Denials will not be based strictly on requests to travel out of state. However, the financial impact will be considered. After returning from the conference, the teacher submits the Conference Expense Report form to the building principal listing the exact expenses for each item and including receipts. In addition, the teacher will be expected to submit a written report (two copies) on the conference attended; one for the teacher’s personnel file, and one for the building principal.

13.4 The Assistant Superintendent for CITA will attempt an equitable distribution of the available funds among the various departments and grade levels.

ARTICLE 14. NTPSM EVALUATION

14.1 The evaluation of the work of all NTPSMs is a responsibility of the building principal who may designate an assistant principal the Director of Special Education, or the Special Education Coordinator to conduct the NTSPM evaluation, provided that the designee has knowledge of the NTPSM’s subject area. The NTPSM will be notified by October 1 of the administrator who will be performing the evaluation. When a NTPSM works in more than one (1) building, only one (1) administrator may evaluate that employee. The other administrator(s) may have input. Central Office Administration also has the right to observe the NTPSM and provide written feedback.

14.2 Beginning with the 2017-18 school year, the tool used for NTPSM evaluation shall be the same tool as used for teacher evaluation. The current tool shall remain in use for the 2016-17 school year. Until use of the new tool, paper copies of all evaluation forms will be kept in the NTPSM’s file.

- A. The Assistant Superintendent for Administrative Services and/or designee(s) shall meet with a committee including SLEA leadership and NTPSM representatives to develop guidelines for use of the Effective Educators model with NTPSMs.
- 14.3 A copy of the final evaluation made by the building principal or his/her designee shall be recorded and placed in the NTPSM's personnel file.
- 14.4 Each observation shall be made in person with full knowledge of the NTPSM being observed. No complaint against a NTPSM by any person, including parents or students, will be used in the evaluation unless the NTPSM has been previously notified of the complaint. Complaints made before the NTPSM's last evaluation may not be used in the current evaluation unless he/she was noted in the previous evaluation.
- 14.5 An important purpose of the evaluation procedure is to provide constructive assistance to NTPSM.
- 14.6 A NTPSM shall have the right to read all final evaluations conducted by his/her supervisor before the evaluation is placed in his/her personnel file. After reading the final evaluation and discussing it with his/her building principal or his/her designee, the NTPSM shall sign the evaluation and receive a copy. If the NTPSM disagrees with an individual observation or the final evaluation, the NTPSM shall have an opportunity to submit a letter of rebuttal, which shall be permanently maintained in the personnel file attached to the final evaluation. If the NTPSM decides to attach such a letter, it must be given to the building principal within two (2) weeks of the above-mentioned discussion.
- 14.7 Results of student assessments will not be used on NTPSM evaluations.
- 14.8 Final evaluation reports shall bear the signature of both the building principal or his/her designee and the NTPSM. The signature of the NTPSM does not necessarily indicate agreement; it only indicates knowledge that the report will be included in his/her personnel file.
- 14.9 Any disciplinary action not related to classroom performance, which is documented in the NTPSM's personnel file, shall not be used on an evaluation, unless there has been a repeat of the same behavior. If there is a repeat of the same behavior, it may be documented on the evaluation.

14.10 With the NTPSM's consent, any NTPSM may be informally observed by other educational professionals.

14.11 The building principal or his/her designee will document any comments concerning aspects of the NTPSM's performance that were not directly observed by the writer of the evaluation. These comments shall not be placed in the evaluation until thoroughly investigated.

14.12 If any deadline in this Article is missed, due to extenuating circumstances other than absences of the NTPSM or administrator, both parties may agree to extend the deadline. The deadline will automatically be extended due to a NTPSM or an administrator absence.

14.13 Probationary NTPSM Evaluation

- A. The building principal or designee shall, in consultation with the probationary NTPSM, develop an Individualized Development Plan (IDP).
- B. The NTPSM will document progress toward achieving the goals of the IDP in an IDP binder.
- C. Probationary NTPSM shall be evaluated at least once every year by the building principal or his/her designee. The evaluation must be based on at least three observations at least two (2) of which must be at least sixty (60) days apart.
- D. The three (3) observations of probationary NTPSM shall total at least ninety (90) minutes and be a minimum of twenty (20) minutes each.
- E. Within five (5) school days, the administrator and the NTPSM will meet to discuss the observation.
- F. When administration deems a probationary NTPSM is being considered for dismissal, the Association President and Grievance Chairperson shall be notified.
- G. Before May 1, the administrator and the probationary NTPSM will meet to discuss the final evaluation, which will include an assessment of the NTPSM's progress in meeting the goals of the Individualized Development Plan (IDP).

- H. No later than May 1 of each probationary year, the final evaluation for each NTPSM will be furnished to the Assistant Superintendent for Administrative Services. A copy shall be furnished to the NTPSM. If the report contains any information not previously made known to and discussed with the NTPSM, the NTPSM shall have the opportunity to present additional information to the Assistant Superintendent for Administrative Services which will then be permanently attached to the evaluation and placed in the files.

14.14 NTPSM Evaluation

- A. A NTPSM shall be evaluated at least once every three (3) years by the building principal or his/her designee by May 1.
- B. The evaluation shall be based on, but is not limited to, at least two (2) observations, at least thirty (30) calendar days apart. However, if the building principal or his/her designee notifies the NTPSM in writing within three (3) days after the first observation that the NTPSM's performance was less than effective, the second observation will take place no sooner than sixty (60) calendar days after the first observation.
- C. All observations must be completed by April 25.
- D. Each observation for NTPSM evaluation by the building principal or his/her designee shall consist of a minimum of thirty (30) consecutive minutes.
- E. Additional observations may be made at the discretion of the evaluator. (This in no way limits the Administration from evaluating any NTPSM any number of times during a year.)
- F. Within five (5) school days of the second, or final, observation and no later than May 1, the building principal or his/her designee shall provide the NTPSM with a copy of the written evaluation and meet with the NTPSM to discuss the evaluation.
- G. If the NTPSM has received a less than effective performance evaluation, the evaluator shall provide the NTPSM with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher.
- H. When a NTPSM is being placed on an IDP, Administration shall notify the

Association President and Grievance Chairperson, so they can have input during the drafting of the IDP, if the teacher so requests.

ARTICLE 15. PROTECTION OF TEACHERS

- 15.1 The Employer recognizes its responsibility to give appropriate support and assist teachers as to the maintenance of control and discipline in the classroom and school.
- 15.2 Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning, following procedures which are sound in terms of modern psychology and pedagogy. The Employer shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions, and in the use of such control and discipline of students as may be necessary to create and maintain these conditions.
- 15.3 If a teacher is threatened with or subjected to legal suit by reason of customary and appropriate disciplinary action against a student, the Employer will provide assistance necessary to the teacher in his/her defense.
- 15.4 An unprovoked student assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Employer or its designated representative. The assaulting student will be immediately excluded from the teacher's classroom. The alleged assault will be promptly investigated by the building principal and the Assistant Superintendent for CITA, or his/her designee. These two (2) persons shall determine a suitable consequence for the assaulting student(s). This decision will be communicated to the teacher concerned by the principal.
- 15.5 Any case of assault on a teacher which had its inception in a school-centered problem will be reported promptly to the Superintendent through the building principal. If the assault is by an adult person who is not a student, the Superintendent will promptly report the incident to the proper law enforcement authorities. In either case, the Employer shall provide legal counsel to advise the teacher of his/her rights.
- 15.6 As a result of an incident outlined in Articles 15.4 or 15.5 above, the teacher shall not incur a loss of salary or sick leave time.

- 15.7 If any situation (such as severe weather), when in the opinion of the Administration, it is necessary to discontinue regular classes in the entire district, teachers will be notified as early as possible and not be expected to report for duty. If heating plant failure or other circumstances involving the closure of less than the entire system, which occurs in such a manner that the day can be counted as a day of student instruction under the meaning of the State School Aid Act, teachers will report as usual or remain on duty for assignment wherever needed in the system. If heating plant failure or other circumstances involving the closure of less than the entire District, which occurs in such a manner that the day cannot be counted as a day of student instruction under the meaning of the State School Aid Act, teachers will not be required to report for or remain on duty; and, such day(s) shall be rescheduled only for the building(s) affected under the general terms for rescheduling "Act of God" days as set forth in Appendix A-2, paragraph A.
- 15.8 The Employer will provide protection to teachers under its present liability policy which will cover legal costs and judgment in case a teacher is sued for occurrences in connection with his/her duties, subject to the exclusions appearing in said policy. The liability policy will cover occurrences where teachers transport school students in connection with a recognized school function. The currently effective insurance policy will be continued and provide for \$500,000 general business liability and \$1,000,000 aggregate errors and omission liability.
- 15.9 Whenever it appears that a particular student requires the attention of social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall initiate a written referral. Upon receipt of such referral, the Employer shall implement the necessary procedures to fulfill such request for services.
- 15.10 Principals and supervisors shall, in consultation with their staff, develop:
- A. Guidelines for the implementation of Board policy for discipline development, and review shall be initiated, and/or reviewed no later than October 30.
 - B. Procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office, after the teacher has met all of his/her discipline responsibilities as outlined by the building principal in writing in policy notebooks.
- 15.11 As permitted by Section 1309 of the Revised School Code, a teacher may

exclude a student from one (1) class period at the secondary level when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. At the elementary level, the period of time shall be jointly determined by the teacher and the building principal. The teacher will furnish the principal, as promptly as his/her teaching duties will allow full particulars of the incident in writing. Upon request of the principal, the teacher shall notify the parent of the nature of the offense. If the principal decides a meeting is required with the parent, the teacher will attend.

- 15.12 If a special education student commits an offense for which he/she is expelled, the District must continue to provide special education services. If those services are in the student's home after school hours, bargaining unit members who are certified special education teachers will be offered the opportunity to provide those services. If no bargaining unit members are interested, guest teachers with special education certification will be offered the opportunity.

ARTICLE 16. PROFESSIONAL NEGOTIATIONS PROCEDURES

- 16.1 The Employer and Association may, upon mutual agreement, negotiate matters not specifically covered by this Agreement, which shall require ratification before implementation.
- 16.2 The Employer and Association are to begin negotiations for a successor Agreement no later than sixty (60) days before expiration of this Agreement.
- 16.3 The Employer and Association agree to meet to discuss the operation of the Agreement and other matters pertaining to the operation of the school system and to teaching conditions when either side deems it necessary.
- 16.4 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations.
- 16.5 There shall be at least four (4) signed copies of any final Agreement. One (1) copy shall be retained by the Employer, two (2) by the Association, and one (1) by the Superintendent.

ARTICLE 17. GRIEVANCE PROCEDURE

- 17.1 A grievance is a matter involving an alleged violation or misinterpretation of a specific and expressed article(s) or section(s) of this Agreement. Matters involving an alleged violation of a written Board policy, rule, order, or regulation affecting the wages, hours, or terms and conditions of employment of bargaining unit members may also be processed as grievances, provided that such grievances shall be ruled upon by the Board of Education, whose decision on such grievances shall be final and binding upon the parties. This provision shall not apply to any written Board policy, rule, order, or regulation which constitutes a prohibited subject under the Michigan Public Employment Relations Act.
- 17.2 Any teacher or his/her representative having such a grievance will first discuss it within ten (10) school days of its occurrence with his/her principal during non-teaching hours, with the object of resolving it informally. The building principal shall make record of the alleged grievance and give copies to the Assistant Superintendent for Administrative Services and teacher. If, however, such a grievance arises in more than one building, then the Association President or designee may file the grievance with the Assistant Superintendent for Administrative Services at the second step of the procedure outlined below. Courtesy copies of the grievance form will be furnished to the principals of the building(s) involved.
- 17.3 If the matter is not satisfactorily resolved, or if no decision has been rendered within five (5) days after presentation of the grievance, the following procedure shall be followed:
- A. STEP ONE: To facilitate the processing of grievances, written grievances as required herein shall summarize the general facts giving rise to the grievance, the date of the alleged violation, or misinterpretation, the relief requested and shall be signed by the grievant(s) or the Association Representative. The grievance shall also cite the section(s) or subsection(s) of this contract, or the written board policy, rule, order, or regulation, alleged to have been violated or misinterpreted. The grievance shall be reduced to writing within five (5) school days, upon the approved grievance form, and submitted to the school principal. This form shall continue in use through steps one through three. The principal shall submit an answer within five (5) school days in writing. One (1) copy of his/her decision shall go to the grievant and one copy to the building representative.

B. STEP TWO: Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the Assistant Superintendent of Administrative Services or his/her designated representative. The appeal shall be in writing, shall specify the articles and sections of the agreement allegedly violated, or misinterpreted, and shall contain the reasons for the appeal. Within five (5) school days after receipt of the appeal, the Assistant Superintendent of Administrative Services shall investigate the grievance, and meet with the aggrieved teacher and the Association representative giving them a reasonable opportunity to be heard. Within five (5) school days of the meeting, the Superintendent of Administrative Services shall render his/her decision in writing. A copy of his/her decision shall be delivered to the teacher involved, grievance chair, and the school principal.

C. STEP THREE:

(1) For a grievance that is not satisfactorily adjusted at Step Two and if it involves an alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this Agreement, the Association may, within ten (10) school days after the decision at Step Two is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this Agreement may be processed through Step Three, but will not be arbitrable. At any time after submission to arbitration, in the case of a grievance that does involve an alleged violation or misinterpretation of a specific article or section of this Agreement, the parties may mutually agree to submit the grievance to review before a mediator appointed by the Michigan Employment Relations Commission. The decision of the mediator shall not be binding on either party.

(2) (a) The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article(s) and/or section(s) allegedly violated or misinterpreted. The grievance shall be submitted to the American Arbitration Association (AAA). The arbitrator shall be selected by AAA in accordance with its rules, which shall likewise govern the arbitration proceedings.

(b) It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his/her findings of fact, reasoning and the conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later

than twenty (20) days from the date of the closing of the hearings or if oral hearings have been waived, then from the date final statements and proof are submitted to him/her, and shall be final and binding upon the Association, its members, all employees covered by this agreement, and the District. The arbitrator will be without power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall he/she make any decisions which require the commission of an act prohibited by law.

- (c) The cost for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other. Bargaining unit members required by the Association as witnesses shall be released without loss of pay, subject to forty-eight (48) hours written notice to the Assistant Superintendent for Administrative Services and payment by the Association of the cost of the substitute or use of an Association day.

- 17.4 Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. The time limits in the Article shall be strictly observed, but may be extended by written agreement of the parties. If a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance before the end of the school term or as soon thereafter as possible.
- 17.5 Teachers shall not leave their classrooms to discuss or process grievances unless requested to do so by the Administration. Grievance hearings shall only be held before and after school hours except by mutual agreement.
- 17.6 There shall not be more than one (1) Association representative per building to handle grievances.
- 17.7 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

- 17.8 The discharge of NTPSMs shall be handled in the manner set forth below.
- A. The termination of services or failure to re-employ any probationary NTPSM shall not be arbitrable.
 - B. For any matter subject to the procedures specified in the Michigan Teachers' Tenure Act (MCLA 38.71, as amended), no grievance may be filed until the expiration of thirty (30) calendar days following the conclusion of the Board hearing specified under the Act's provisions. If, at any time before the issuance of an award by an arbitrator, proceedings are instituted on behalf of the teacher under provisions of the Tenure Act, all further proceedings under this grievance procedure shall be terminated and the grievance dismissed with prejudice. Should such action be instituted following a hearing before an arbitrator but before the issuance of an award, the Board will communicate same to the arbitrator, specifically citing this provision.
- 17.9 All time limits stated as days or school days in this Article shall be considered as Monday through Friday. If a grievance is in process or extends into the summer vacation period, the countable days shall be Monday through Friday. The time limits shall not expire during the school year on a day when school is not in session.
- 17.10 Data concerning grievances shall not be kept in the individual teacher's personnel file.
- 17.11 The aggrieved teacher may request that a properly-authorized representative of the Association be present at each step of the grievance procedure.
- 17.12 When a teacher is to be placed on administrative leave or suspended, the Association president and/or grievance chair shall be present.

ARTICLE 18. ACADEMIC FREEDOM

- 18.1 The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, the Rule of Law, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere in which academic freedom for the teacher and student is encouraged.

- 18.2 Academic freedom implies that no arbitrary limitations shall be placed upon the study, investigation, presentation, or interpretation of facts related to legitimate branches of learning. However, the Employer and the Association agree that teachers are subject to the accepted standards of professional educational responsibility, specific regulations of the Board of Education, directives of the State Department of Education, and the laws of the State of Michigan.
- 18.3 The Employer and the Association agree to mutually promote the basic objectives of a democratic society in an atmosphere that safeguards the legitimate interests of school and students while discouraging the imposition of artificial or arbitrary restraints upon the learning process.

ARTICLE 19. COMMITTEES

- 19.1 Subject Area Committees (SACs) - A SAC is composed of teachers representing the K-12 Continuum and selected principals. Leadership for the SACs is under the direction of CITA, with the help of lead teachers, as well as coordinators and/or principals. While all SACs are on-going and active, those called up according to the Five Year CITA Plan meet regularly for three years to review, revise, and create curriculum and assessments and to recommend instructional strategies and staff development aligned with the Michigan Framework and common core standards.
- 19.2 All schools participate in the NCA/AdvancEd Accreditation process. The expectation is that all teachers will serve on at least one of the committees involved in this process.
- 19.3 When plans are left for a guest teacher, the teacher shall be compensated for two (2) hours at the professional rate for the following district related absences:

- SAC (Subject Area Committees)
- District Credentialing Committee (formerly Advanced Ed Steering Committee)
- Math Lab, Writing Lab
- Special Education Department Meetings

ARTICLE 20. STRIKES AND SANCTIONS

- 20.1 The Employer and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (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) by any teacher or group of teachers, and pledge themselves to the purposes of insuring continuation of the educational program. Additionally, the District agrees not to lock out members of the bargaining unit during the term of this Agreement.
- 20.2 A. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the Administration of this contract or any grievance filed thereunder.
- B. The Board agrees that neither it nor its agents will take nor threaten to take any reprisals, directly or indirectly, against any bargaining unit member regarding the Administration of this contract or any grievance filed thereunder or any complaint made to an administrative agency or court of law.
- 20.3 The Association shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refuse to perform the duties of his/her employment.
- 20.4 If this Article is violated, the Board will have the right, in addition to the foregoing and any other remedies available by law, to seek injunctive relief and damages against the Association, provided, however, that if the Association promptly disclaims in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefore.
- 20.5 Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended or which are otherwise provided by law.

ARTICLE 21. LAYOFF AND RECALL of NTPSM

- 21.1 It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and/or staff. The procedures set forth in this Article shall be used in laying off NTPSM.
- 21.2 To promote an orderly reduction in personnel when the educational program curriculum and/or staff are curtailed, the following procedure will be used for NTPSM:
- A. Before non-probationary NTPSMs are laid off, probationary NTPSMs shall be laid off on the basis of seniority. This provision shall not be interpreted to prevent the layoff of a non-probationary NTPSM and the retention of a probationary NTPSM where no non-probationary NTPSM is appropriately credentialed and qualified, and available to perform the duties of the position of the probationary NTPSM.
 - B. If the reduction in NTPSM is still necessary, then non-probationary NTPSMs in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except that a more senior NTPSM in said position may be involuntarily transferred to a position for which he/ she is qualified without additional course work if by doing so the layoff of a NTPSM out of line of seniority may be avoided. Layoffs made pursuant to this section, except as provided above, shall be made in inverse order of seniority, i.e., those with the least seniority are to be laid off first.
 - C. A non-probationary NTPSM who is laid off pursuant to this Article has the right to be transferred to a vacant NTPSM position for which he/she is appropriately credentialed and qualified.
- 21.3 A. For the purposes of this Agreement, "seniority" means the amount of time an individual is continuously employed as a member of the bargaining unit except as specified in Article 21.3.C. below. The parties agree that time spent on layoff from a position in the bargaining unit shall be deemed to be time "continuously employed" only for purposes of seniority accrual (i.e., not for longevity or salary schedule placement). Part-time employees shall receive full seniority credit.

IF more than one (1) individual has the same seniority, a tie will be broken by applying the following criteria in the order listed:

- (1) Total teaching experience, excluding substitute teaching.
 - (2) Substitute teaching experience in the District.
 - (3) A lottery conducted in the presence of the Association President or designee, and providing a reasonable opportunity is given to have affected bargaining unit employees present.
- B. An employee shall lose his or her seniority when he or she resigns from the District. An employee on an authorized leave of absence shall be deemed to be continuously employed but shall not accrue additional seniority while on leave except in the case of the following leaves during which seniority will accrue:
- (1) MEA Leave
 - (2) Health Leave from the date of the leave through the end of the school year.
 - (3) Uniformed Services Leave-
- C. (1) For the duration of this Agreement, any administrator in such a position as of September 1, 1981, may transfer or be transferred into a bargaining unit NTPSM position for which he/she is qualified providing his/her seniority provided below would entitle the administrator to a NTPSM position in the bargaining unit. Any such administrator shall transfer in to the bargaining unit with full seniority credit for his/her years of service to the District. Any administrator who becomes an employee of the bargaining unit shall not be the cause of any NTPSM employed by the Board as of September 1, 1981, being laid off.
- (2) The Board will determine the number of NTPSM positions to be filled.
 - (3) Any administrator to be placed in the unit will be added to the seniority list and the number of NTPSM positions will be increased by a number corresponding to the number of administrators with sufficient seniority to be placed in a NTPSM position.
 - (4) Any administrator placed in the unit having insufficient seniority to claim a NTPSM position shall be placed on the recall list with full seniority. The recall of such administrator shall be consistent with paragraph two (2) above.

(5) Once the administrator has been in the unit for one (1) year or more, he/she shall be counted as part of the regular teaching force, with all rights and responsibilities associated therewith, and no further special liability will be attached to the Board due to his/her prior administrative standing.

21.4 A. Recall of NTPSMs shall normally be in the inverse order of layoff, i.e., those laid off last will be recalled first: provided, however, that a NTPSM shall be appropriately credentialed and qualified for the position he or she is being assigned.

B. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one (1) of the following three reasons: a legal obligation of employment which cannot be terminated in time to accept the recall; refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, less benefits, etc.) or the NTPSM qualifies for and receives a leave of absence for disability, child care, uniformed service, or hardship leave under Article 11. An NTPSM refusing recall, or applying for a leave, shall state the relevant reasons in writing within ten (10) calendar days of receipt of the letter of recall. If the District does not agree that the NTPSM has a basis for refusal of recall or the leave request is denied, the NTPSM shall be notified and given an opportunity to accept recall. An NTPSM who refuses recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting employment. An NTPSM who refuses recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid-off NTPSM has a superior right. The rights of NTPSMs who apply for a leave of absence are controlled by Article 11.

21.5 No changes in credentials qualifications taking place subsequent to notification of layoff will be considered by the Board in screening laid off NTPSM for recall unless the NTPSM notifies the District of the change(s) before the commencement of the screening processing for recall to an available position.

21.6 The individual contract, executed between each teacher and the District is subject to this Agreement. This Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

- 21.7 No NTPSM shall be laid off under the provisions of this Article unless such NTPSM has been provided with at least sixty (60) calendar days' notice before the effective date of the layoff. In addition, no NTPSM shall be laid off during the school year except at the end of a marking period and under the following circumstances:
- A. To provide for the return of a NTPSM from a leave of absence, in which case the NTPSM to be laid off shall receive at least sixty (60) calendar days notice or at least thirty (30) calendar days notice if the leave of absence was for less than three (3) months.
 - B. If the District is in a financial emergency due to an executive order, legislative action, constitutional change, or the failure of a millage renewal for the current year, the NTPSM will be given no less than a thirty (30) calendar day notice before the effective date of layoff.
- 21.8 A teacher who is placed on layoff with an effective date after June 1 and is then recalled to work by October 1 of that same year shall be reimbursed for the Employer cost of the group insurance benefits that was paid by the teacher for the month of September only.

ARTICLE 22. MISCELLANEOUS PROVISIONS

- 22.1 The school calendar shall be as set forth in Appendix A.
- 22.2 A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. This Agreement shall supersede any terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board of reference.

- 22.3 Copies of this Agreement shall be printed at the expense of the Employer and presented to all teachers now and hereafter employed by the Employer. The Employer also agrees to furnish the Association with thirty (30) copies of this Agreement for its use, without cost.

- 22.4 This Agreement is subject in all respects to the laws of the State of Michigan as the powers, rights, duties, and obligations of the Employer, the Association, and employees in the bargaining unit, and in the event any provision of this Agreement is at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

- 22.5 An emergency financial manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as provided by law.

- 22.6 For bargaining unit employees who have a licensure requirement to maintain their position with the District (excluding teacher certification), the District will pay that employee up to three hundred dollars (\$300) annually as an offset for those fees. This payment will be made after the employee provides the updated license to Administrative Services.

ARTICLE 23. MENTOR TEACHERS

- 23.1 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

- 23.2 Participation as a mentor shall be on a volunteer basis.
 - A. The mentor position will be first offered to a current bargaining unit member with at least five (5) successful years of teaching completed and an effective rating of evaluation. Should the number of beginning teachers exceed the number of volunteer bargaining unit mentors, then the position(s) may be offered to non-bargaining unit personnel at the discretion of the Administration.

 - B. The Administration shall notify the Association when a mentor teacher

is matched with a bargaining unit mentee.

- C. Efforts will be made to match mentor teacher with mentees who work in the same building and have the same area of certification.
- D. The mentee shall be assigned to one (1) mentor teacher at a time, unless otherwise mutually agreed. A mentor teacher shall be assigned to only one (1) mentee at a time, unless otherwise mutually agreed.
- E. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
- F. Should either the mentor teacher or the mentee present cause to dissolve the relationship subsequent to the initial six (6) months, representatives of the parties will meet with the mentor teacher and the mentee to determine an appropriate course of action.


23.3 Professional development training required by law or regulation, such as Section 1526 of the Michigan Revised School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher. It shall be the obligation of the teachers to satisfy state laws or regulations pertaining to professional development training, certification requirement, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the Board.

23.4 A mentor teacher shall receive additional annual compensation of \$200.00, to be increased annually by 62.5% of PPF. or 1%, whichever is greater. Such additional compensation shall be equally divided between the first pay of each semester.


ARTICLE 24. DURATION

All Articles of this Agreement shall be effective August 16, 2016 through August 15, 2020. In witness whereof the parties have executed this Agreement by their duly-authorized representatives.

Board of Education
South Lyon Community Schools

By: 
Its: President

Board of Education
South Lyon Community Schools

By: 
Its: Vice President

South Lyon Education Association,
MEA/NEA

By: _____
Its: President

South Lyon Education Association,
MEA/NEA

By: _____
Its: Vice President

APPENDIX A

2016-2017 SCHOOL CALENDAR
SOUTH LYON COMMUNITY SCHOOLS

August 23-26 & 29	New Teacher Orientation/Curriculum Days
August 31 - September 1	All Teacher Curriculum Days
September 2 - 5	Labor Day weekend; No school
September 6	Students AM Only
September 7	First Full Day of School
October 20	High School Parent Teacher Conferences
October 27	Middle School Parent Teacher Conferences
November 8	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
November 15 - 17	Elementary Parent Teacher Conferences (2 of the 3 evenings)
November 15 & 17	Elementary Students ½ day
November 23	Compensatory Day; No School
November 24-25	Thanksgiving Recess
December 24-January 8	Winter Break
January 16	No School - MLK Day
January 25 – 27	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Secondary Assessments
February 16	½ Day All teachers and students
February 17 - 21	Mid-Winter Break
March 8	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
April 1 - April 9	Spring Break
April 14	No School - Good Friday
May 29	No School - Memorial Day
June 14-16	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Secondary Assessments
Total Students Days - 180	
Total Teacher Days - 183	Total New Teacher Days - 188

2017-2018 SCHOOL CALENDAR
SOUTH LYON COMMUNITY SCHOOLS

August 22-25 & 28	New Teacher Orientation/Curriculum Days
August 30 - 31	All Teacher Curriculum Days
September 1 - 4	Labor Day weekend; No school
September 5	Students AM Only
September 6	First Full Day of School
October 19	Middle School Parent Teacher Conferences
October 26	High School Parent Teacher Conferences
November 7	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
November 14 - 16	Elementary Parent Teacher Conferences (2 of the 3 evenings)
November 14 & 16	Elementary Students ½ day
November 22	Compensatory Day; No School
November 23-24	Thanksgiving Recess
December 23-January 7	Winter Break
January 15	No School - MLK Day
January 24 – 26	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Assessments
February 15	½ Day All teachers and students
February 16 - 20	Mid-Winter Break
March 7	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
March 30	No School - Good Friday
March 31 - April 8	Spring Break
May 28	No School - Memorial Day
June 13-15	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Assessments

Total Students Days - 180

Total Teacher Days - 183 Total New Teacher Days - 188

2018-2019 SCHOOL CALENDAR
SOUTH LYON COMMUNITY SCHOOLS

August 21-24 & 27	New Teacher Orientation/Curriculum Days
August 29 - 30	All Teacher Curriculum Days
August 31 - September 3	Labor Day weekend; No school
September 4	Students AM Only
September 5	First Full Day of School
October 18	High School Parent Teacher Conferences
October 25	Middle School Parent Teacher Conferences
November 6	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
November 13 - 15	Elementary Parent Teacher Conferences (2 of the 3 evenings)
November 13 & 15	Elementary Students ½ day
November 21	Compensatory Day; No School
November 22-23	Thanksgiving Recess
December 22-January 6	Winter Break
January 21	No School - MLK Day
January 23 – 25	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Assessments
February 14	½ Day All teachers and students
February 15 - 19	Mid-Winter Break
March 6	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
March 30 - April 7	Spring Break
April 19	No School - Good Friday
May 27	No School - Memorial Day
June 12-14	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Assessments

Total Students Days - 180

Total Teacher Days - 183 Total New Teacher Days - 188

2019-2020 SCHOOL CALENDAR
SOUTH LYON COMMUNITY SCHOOLS

August 20-23 & 26	New Teacher Orientation/Curriculum Days
August 28 - 29	All Teacher Curriculum Days
August 30 - September 2	Labor Day weekend; No school
September 3	Students AM Only
September 4	First Full Day of School
October 17	Middle School Parent Teacher Conferences
October 24	High School Parent Teacher Conferences
November 5	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
November 12 - 14	Elementary Parent Teacher Conferences (2 of the 3 evenings)
November 12 & 14	Elementary Students ½ day
November 27	Compensatory Day; No School
November 28-29	Thanksgiving Recess
December 21-January 5	Winter Break
January 20	No School - MLK Day
January 22 – 24	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Assessments
February 12	½ Day All teachers and students
February 13 - 18	Mid-Winter Break
March 4	½ Day Students (AM) - ½ Day All Teacher Curriculum (PM)
April 4 - April 12	Spring Break
May 25	No School - Memorial Day
June 10-12	½ Day Students (AM) - ½ Day Records for Teachers (PM) ½ Days for Assessments

Total Students Days - 180

Total Teacher Days - 183 Total New Teacher Days - 188

- A. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. To the extent required by law, the parties will add days or hours of student instruction to the end of the calendar, to make up so called “Act of God” days lost during the school year, in order to meet the minimum requirement(s) to receive State School Aid. Such days will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up in order to receive full State School Aid shall not be added as make up days. Should the law be amended to allow some alternative to make-up of “Act of God” days, the parties will make such amendments to this Agreement as necessary to meet the minimum number of days as required to receive full State Aid. Teachers shall receive no additional compensation for the days added to the calendar to make-up the “Act of God” days lost during the school year.
- B. The high school and middle school will schedule the equivalent of the one (1) full student day including evening, and each building on the elementary schedule will schedule the equivalent of two (2) full student days including evenings for parent-teacher conferences.
- C. The Wednesday before Thanksgiving shall be taken as compensatory time for evening conferences, depending upon the amount of time spent in evening conference.
- D. A total of thirty (30) hours on Tuesdays per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At the elementary, the building administrator and one (1) representative from the upper elementary and one (1) representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four (4) core subject facilitators, one (1) representative from special education, and one (1) representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.

- E. It is agreed that teachers may work from home on all January and June exam half days.

APPENDIX B

SALARY SCHEDULE

SOUTH LYON COMMUNITY SCHOOLS

2016-17 SALARY SCHEDULE

	BA	BA+18	MA	MA+15	MA+30	Educ Spec
1	36,514.00	38,675.00	40,218.00	40,523.00	43,303.00	43,916.00
2	38,058.00	40,523.00	42,062.00	42,375.00	45,148.00	45,762.00
3	39,913.00	42,683.00	44,218.00	44,531.00	47,305.00	47,923.00
4	42,062.00	45,148.00	46,686.00	46,998.00	49,772.00	50,388.00
5	44,529.00	47,923.00	49,460.00	49,772.00	52,541.00	53,157.00
6	47,305.00	50,697.00	52,235.00	52,541.00	55,318.00	55,931.00
7	50,553.00	55,175.00	56,710.00	57,025.00	59,794.00	60,409.00
8	53,331.00	58,205.00	59,828.00	60,158.00	63,081.00	63,731.00
9	55,997.00	61,118.00	62,820.00	63,165.00	66,237.00	66,918.00
10	67,430.00	73,592.00	75,642.00	76,056.00	79,757.00	80,580.00
16	68,164.00	74,325.00	76,378.00	76,791.00	80,490.00	81,313.00
22	68,425.00	74,587.00	76,639.00	77,052.00	80,752.00	81,576.00
27	68,583.00	74,744.00	76,797.00	77,210.00	80,909.00	81,732.00
32	68,740.00	74,902.00	76,953.00	77,367.00	81,068.00	81,890.00

Teachers who are not at the top step of the salary schedule shall move up one step each year in accordance with the practice in effect prior to July 1, 1986.

*Steps 1-9 of the 2015-2016 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2016-2017 fiscal year.

Steps 10 of the 2015-2016 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2016-2017 fiscal year, or 1.00%, whichever is greater.

Steps 16-32 of the 2015-2016 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2016-2017 fiscal year, or 1.00%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2015-2016 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2016 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

For the purpose of calculating the change in the State Per Pupil Foundation Grant in any given year, the Foundation Grant used will be the final Foundation Grant. The exception to this rule will be regarding the calculation of the Cash in Lieu payment, Appendix C positions, Association President's Pay, the Professional Rate, Mentor Pay, which will be based on the original approved State School Aid Budget. However, subsequent positive or negative adjustments to the Foundation Grant versus the original budget will be used to calculate the beginning base amount for the subsequent year.

2016-17 SALARY SCHEDULE (TEACHERS HIRED AFTER JUNE 15, 2013)

New Hires

	BA	BA+18	MA	MA+15	MA+30	Educ Spec
1	36,514.00	38,675.00	40,218.00	40,523.00	43,303.00	43,916.00
2	38,158.00	40,415.00	42,028.00	42,347.00	45,251.00	45,892.00
3	39,875.00	42,233.00	43,920.00	44,252.00	47,287.00	47,958.00
4	41,669.00	44,133.00	45,895.00	46,244.00	49,416.00	50,115.00
5	43,543.00	46,130.00	47,962.00	48,325.00	51,639.00	52,370.00
6	45,504.00	48,195.00	50,119.00	50,499.00	53,964.00	54,726.00
7	47,552.00	50,365.00	52,375.00	52,772.00	56,393.00	57,189.00
8	49,692.00	52,630.00	54,732.00	55,147.00	58,929.00	59,762.00
9	51,927.00	54,999.00	57,194.00	57,629.00	61,580.00	62,452.00
10	54,264.00	57,475.00	59,767.00	60,221.00	64,351.00	65,263.00
11	56,705.00	60,061.00	62,458.00	62,932.00	67,248.00	68,200.00
12	59,259.00	62,763.00	65,269.00	65,763.00	70,274.00	71,269.00
13	61,924.00	65,587.00	68,205.00	68,722.00	73,436.00	74,475.00
14	64,711.00	68,538.00	71,275.00	71,815.00	76,741.00	77,826.00
15	67,430.00	73,592.00	75,642.00	76,056.00	79,757.00	80,580.00
16	68,164.00	74,325.00	76,378.00	76,791.00	80,490.00	81,313.00
22	68,425.00	74,587.00	76,639.00	77,052.00	80,752.00	81,576.00
27	68,583.00	74,744.00	76,797.00	77,210.00	80,909.00	81,732.00
32	68,740.00	74,902.00	76,953.00	77,367.00	81,068.00	81,890.00

Teachers who are not at the top step of the salary schedule shall move up one step each year in accordance with the practice in effect prior to July 1, 1986.

* Steps 1-9 of the 2015-2016 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2016-2017 fiscal year.

Steps 10-15 of the 2015-2016 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2016-2017 fiscal year, or 1.00%, whichever is greater.

Steps 16-32 of the 2015-2016 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2016-17 fiscal year, or 1.00%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2015-16 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August **2016** to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as

otherwise may be currently included in the foundation grant as of January 1, 2012.

For the purpose of calculating the change in the State Per Pupil Foundation Grant in any given year, the Foundation Grant used will be the final Foundation Grant. The exception to this rule will be regarding the calculation of the Cash in Lieu payment, Appendix C positions, Association President's Pay, the Professional Rate, Mentor Pay, which will be based on the original approved State School Aid Budget. However, subsequent positive or negative adjustments to the Foundation Grant versus the original budget will be used to calculate the beginning base amount for the subsequent year.

APPENDIX C
EXTRA-CURRICULAR ACTIVITIES/COMPENSATION
2016 - 2020

If a teacher believes that he/she should be compensated for an activity outside of the regular school day, he/she shall submit a request for compensation to the Association building representative and a copy to the Association President. Such request shall be accompanied by an explanation of why compensation is requested, along with a description of the activity and the documentation of the amount of time spent in the activity. The Association shall, once a year by February 1, submit a prioritized list of all requests they find to be with merit to the budget committee of the Board. The decision of the budget committee shall be final, subject only to negotiations at the expiration of this Agreement.

If intramurals are reinstated, the Board and the Association shall immediately commence negotiations to establish their appropriate rates.

All percentages (%) are to be based on:

\$ 44,905

For each school year of this contract the base shall be increased by a percentage equal to 62.5% of the PPF increase or 1%, whichever is greater.

COMPENSATION FOR ATHLETIC POSITIONS (BY SEASON)

The District reserves the right to implement reclassifications of Schedule C athletic positions as the budget allows. The Assistant Superintendent for Administrative Services and the Association President shall meet to discuss the reclassification before implementation. The District further reserves the right to add Schedule C athletic positions based on enrollment, interest, and program needs.

GROUP 1 (11,14%)

HEAD VARSITY FOOTBALL COACH
HEAD VARSITY BASKETBALL COACH
HEAD VARSITY WRESTLING COACH
HEAD VARSITY VOLLEYBALL COACH
HEAD VARSITY SWIMMING COACH

GROUP 2(10,12%)

HEAD VARSITY HOCKEY COACH
HEAD VARSITY BASEBALL COACH
HEAD VARSITY TRACK COACH
HEAD VARSITY SOFTBALL COACH
HEAD VARSITY SOCCER COACH
HEAD VARSITY LACROSSE COACH

GROUP 3 (9,11%)

HEAD VARSITY CROSS COUNTRY COACH
HEAD VARSITY GOLF COACH
HEAD VARSITY SKI COACH
HEAD VARSITY TENNIS COACH
HEAD VARSITY BOWLING COACH
HEAD VARSITY CHEERLEADING WINTER COACH
HEAD VARSITY CHEERLEADING FALL COACH
HEAD VARSITY POM PON/DANCE WINTER COACH
HEAD VARSITY POM PON/DANCE FALL COACH

GROUP 4 (7, 10%)

HEAD JV SOCCER COACH
HEAD FRESHMAN SOCCER COACH
HEAD JV BASEBALL COACH
HEAD FRESHMAN BASEBALL COACH
HEAD JV BASKETBALL COACH
HEAD FRESHMAN BASKETBALL COACH
HEAD JV SOFTBALL COACH

HEAD FRESHMAN SOFTBALL COACH
HEAD JV VOLLEYBALL COACH
HEAD FRESHMAN VOLLEYBALL COACH
HEAD JV GOLF COACH
HEAD JV TENNIS COACH
HEAD DIVING COACH
HEAD JV SWIM COACH
HEAD JV CHEERLEADING FALL COACH
HEAD JV CHEERLEADING WINTER COACH
HEAD JV POMPON WINTER COACH
HEAD JV POMPON FALL COACH
HEAD JV LACROSSE COACH
HEAD FRESHMAN CHEERLEADING WINTER COACH
HEAD JV WRESTLING COACH

GROUP 5

ASSISTANT VARSITY FOOTBALL COORDINATOR
(1 TOTAL/SCHOOL) 12%
ASSISTANT VARSITY FOOTBALL COACH 10%
HEAD JV FOOTBALL COACH 10%
HEAD FRESHMAN FOOTBALL COACH 10%

GROUP 6

ASSISTANT VARSITY TRACK COACH 8%

GROUP 7 (6%)

ASSISTANT JV FOOTBALL COACH
ASSISTANT FRESHMAN FOOTBALL COACH
ASSISTANT VARSITY SOFTBALL COACH
ASSISTANT VARSITY BASEBALL COACH
ASSISTANT VARSITY CROSS COUNTY COACH*
ASSISTANT VARSITY SWIMMING COACH*
ASSISTANT VARSITY BASKETBALL COACH
ASSISTANT VARSITY HOCKEY COACH
ASSISTANT VARSITY VOLLEYBALL COACH

ASSISTANT VARSITY LACROSSE COACH
ASSISTANT VARSITY WRESTLING COACH*
ASSISTANT VARSITY SKI COACH*

* If there is an increase in athletes sufficient to warrant.

GROUP 8 (5%)

MIDDLE SCHOOL HEAD COACHES
BASKETBALL
CROSS COUNTRY
SWIMMING
TRACK
VOLLEYBALL
WRESTLING

GROUP 9 (3%)

MIDDLE SCHOOL ASSISTANT COACHES
EQUESTRIAN COACH

SALARY FOR EXTRA DUTIES AND SPECIALIZED SERVICES

GROUP A (12%)

HIGH SCHOOL BAND DIRECTOR

GROUP B (13%) HIGH SCHOOL AND MIDDLE SCHOOL CORE FACILITATORS

ENGLISH
MATH
SOCIAL STUDIES
SCIENCE

GROUP C (13%) - PILOT

HS WORLD LANGUAGE FACILITATORS (1 per building)
MS WORLD LANGUAGE FACILITATOR (1 for middle school level -all schools)
HS and MS SPECIAL EDUCATION FACILITATORS (1 per building)

NOTE: These positions will be piloted during the life of this contract and will be reviewed during next contract negotiations.

GROUP D (8%)

MIDDLE SCHOOL BAND DIRECTOR
HIGH SCHOOL STUDENT COUNCIL COORDINATOR
MIDDLE SCHOOL ACTIVITIES/ATHLETIC COORDINATOR
HIGH SCHOOL CHORAL DIRECTOR

GROUP E (7%)

MIDDLE SCHOOL CHORAL DIRECTOR
HIGH SCHOOL COMPETITIVE MARCHING BAND DIRECTOR
(includes one week of summer camp)

GROUP F (6%)

HIGH SCHOOL DIRECTOR OF MUSICAL (PER MUSICAL)
HIGH SCHOOL SPECIAL SUBJECT FACILITATORS
PHYSICAL EDUCATION
FIRST ROBOTICS

GROUP G (5%)

HIGH SCHOOL DEBATE
HIGH SCHOOL FORENSICS
VOCAL JAZZ CHOIR DIRECTOR
FALL BAND CAPTION (2 positions per building)
WINTER BAND PROGRAM DIRECTOR

GROUP H (4%)

DANCE
BAND CAMP (UP TO 7)
DRAMATICS (PER PLAY)
HIGH SCHOOL NEWSPAPER ADVISOR
HIGH SCHOOL YEARBOOK

HS LITERARY MAGAZINE
HIGH SCHOOL JUNIOR STUDENT COUNCIL
CLASS ADVISOR
HIGH SCHOOL NATIONAL HONOR SOCIETY
HS SOCIAL STUDIES OLYMPIAD
HS SCIENCE OLYMPIAD
MIDDLE SCHOOL SCIENCE OLYMPIAD
MIDDLE SCHOOL ROBOTICS
MIDDLE SCHOOL YEARBOOK
HIGH SCHOOL SPECIAL SUBJECT FACILITATORS
 FINE ARTS
 VOCATIONAL TECHNOLOGY
 BUSINESS COMPUTERS
 STUDENT SERVICES
OCCRA ROBOTICS COACH (2 POSITIONS)
TELEVISION PRODUCTION
JAZZ BAND DIRECTOR
WINTER BAND PROGRAM INSTRUCTOR (Winter Guard)
WINTER BAND PROGRAM INSTRUCTOR (5 positions)
FALL BAND PROGRAM INSTRUCTOR (7 POSITIONS)

GROUP I (3.5%)

HIGH SCHOOL MUSICAL CHORAL DIRECTOR (per musical)
VISUAL INSTRUCTOR (BAND)

GROUP J (3%)

MIDDLE SCHOOL NEWSPAPER ADVISOR
HIGH SCHOOL MUSICAL CHOREOGRAPHER
HIGH SCHOOL MODEL UNITED NATIONS
HIGH SCHOOL WINTER GUARD ASSISTANT (2 positions)
HIGH SCHOOL QUIZ BOWL
HIGH SCHOOL KEY CLUB
ASTRONOMY CLUB
ASSISTANT COLOR GUARD DIRECTOR
ROBOTICS CLUB INSTRUCTOR
HIGH SCHOOL FRESHMAN, SOPHOMORE, SENIOR STUDENT

COUNCIL CLASS ADVISORS

FRESHMAN MENTORING COORDINATOR

MIDDLE SCHOOL MENTORING COORDINATORS (2 per building)

MIDDLE SCHOOL JUNIOR NATIONAL HONOR SOCIETY

MIDDLE SCHOOL STUDENT COUNCIL

HIGH SCHOOL MATH CLUB

ELEMENTARY SAFETY ADVISOR (1 per building)

HIGH SCHOOL MUSICAL ORCHESTRA DIRECTOR

GROUP K (2%)

HIGH SCHOOL PUBLICATION, LAUREATE (WHEN THERE IS NO CLASS)

MIDDLE SCHOOL STORE

MIDDLE SCHOOL BE THE CHANGE CLUB

HS GAY-STRAIGHT ALLIANCE

HIGH SCHOOL/MIDDLE SCHOOL FUTURE EDUCATORS OF AMERICA

HIGH SCHOOL/MIDDLE SCHOOL FOREIGN LANGUAGE CLUBS

LATIN CLUB

HIGH SCHOOL DRAMA BUSINESS MANAGER (per play)

FRESHMAN MENTORING PROGRAM (4 PER BUILDING)

ELEMENTARY STUDENT COUNCIL ADVISOR (1 per building)

ELEMENTARY CLUBS

* 3 clubs per building as approved by building principal - must submit proposal

GROUP L (1.5%)

HIGH SCHOOL SADD

ROBOTICS CLUB

FIFTH GRADE CAMP 5 DAY

MS WASHINGTON DC CHAPERONES

MIDDLE SCHOOL MENTORING PROGRAM ASSISTANT (3 per building)

GROUP M (1%)

HIGH SCHOOL MUSICAL COSTUME DIRECTOR (per musical)

HIGH SCHOOL CHORAL ASSISTANT

HIGH SCHOOL BAND ASSISTANT

FIFTH GRADE CAMP 3 DAY

* Each department will make a recommendation of a department facilitator to the principal. If the principal does not accept the department's selection, there will be no facilitator for that department.

South Lyon Community Schools
NTPSM Evaluation

Teacher _____ School _____

Building Administrator _____ Date _____

Observation dates: _____

Performance Criterion 1: The NTPSM demonstrates in his/her performance a satisfactory level of knowledge and skill in Instructional Planning and Implementation.

() Consistently () Usually () Occasionally () Rarely

- 1.1 Plans and delivers instruction aligned with district curriculum and assessments
- 1.2 Uses data from aligned assessment tools to make instructional decisions
- 1.3 Delivers and differentiates instruction to address student strengths and needs
- 1.4 Gives clear explanations, directions and assignments
- 1.5 Assigns activities that are aligned with the instructional focus and address a range of student needs
- 1.6 Maintains appropriate daily written lesson plans
- 1.7 Makes effective use of a variety of curriculum materials: guides, manuals, supplemental materials, manipulatives, software and technology, etc.

Performance Criterion 2: The NTPSM demonstrates in his/her performance a satisfactory level of Knowledge and Application of Teaching/Learning Theory.

() Consistently () Usually () Occasionally () Rarely

- 2.1 Holds and conveys high expectations for all students
- 2.2 Uses research-based teaching strategies, reflecting best practices
- 2.3 Motivates students by using creative and diverse teaching techniques
- 2.4 Uses effective strategies, including questioning, to challenge all students at all levels of Bloom’s Taxonomy
- 2.5 Models learning/thinking strategies and processes
- 2.6 Provides frequent opportunities for all students to engage in creative and critical thinking
- 2.7 Differentiates the pace of instruction to address student needs
- 2.8 Provides for active involvement of students in their learning

Performance Criterion 3: The NTPSM demonstrates in his/her performance a satisfactory Knowledge of Subject Matter.

() Consistently () Usually () Occasionally () Rarely

- 3.1 Possesses, demonstrates and maintains competence in subject matter specialization(s)
- 3.2 Connects learning experiences to the world beyond the classroom
- 3.3 Uses technology and integrates it into the curriculum

Performance Criterion 4: The NTPSM demonstrates in his/her performance a satisfactory ability in regard to the Organization/Management of the Learning Environment.

() Consistently () Usually () Occasionally () Rarely

- 4.1 Establishes routines and expectations which allow for effective use of time

- 4.2 Maintains an organized, safe learning environment
- 4.3 Establishes, communicates, and implements, fairly and consistently, a behavioral plan which aligns with the building discipline procedures
- 4.4 Treats students fairly and impartially
- 4.5 Models and expects respect and consideration for each individual
- 4.6 When necessary, develops a plan to improve student behavior, in conjunction with parents and appropriate staff

Performance Criterion 5: The NTPSM demonstrates in his/her performance an ability to maintain satisfactory Relationships with Students/Parents/Staff/Administration.

() Consistently () Usually () Occasionally () Rarely

- 5.1 Demonstrates rapport with students/parents/staff/administration
- 5.2 Communicates effectively and in a timely manner with students, parents and appropriate staff regarding student progress
- 5.3 Deals with confidential and/or personal information professionally
- 5.4 Demonstrates respect for students/parents/staff/administration
- 5.5 Works cooperatively with parents, staff and administration to meet the needs of students

Performance Criterion 6: The NTPSM demonstrates in his/her performance satisfactory Proficiency in Oral/Written Communication.

() Consistently () Usually () Occasionally () Rarely

- 6.1 Expresses thoughts clearly and understandably in oral and written form
- 6.2 Uses oral and written communication appropriate for the audience

6.3 Understands and uses the rules of spoken and written language: proper pronunciation, grammar, spelling, etc.

Performance Criterion 7: The NTPSM demonstrates in his/her performance a satisfactory level of Professionalism.

() Consistently () Usually () Occasionally () Rarely

7.1 Participates in professional development, staying current in subject matter, research based teaching/learning strategies and technology

7.2 Supports and cooperates with district and building procedures

7.3 Takes necessary and reasonable precaution to protect the safety of students, equipment, materials and facility

7.4 Maintains required records and meets deadlines

7.5 Seeks assistance when necessary

7.6 Presents self as a professional

Performance Criterion 8: The NTPSM demonstrates in his/her performance satisfactory Personal Qualities.

() Consistently () Usually () Occasionally () Rarely

8.1 Demonstrates the flexibility necessary to handle the unexpected

8.2 Demonstrates use of good judgment

8.3 Demonstrates punctuality and dependability

8.4 Displays initiative and a positive attitude toward teaching and learning

Performance Criterion 9: Additional contributions (These are optional.)

Suggestions for continued growth:

Summative statements:

This evaluation is

above average satisfactory unsatisfactory.

An evaluation with a rating of ineffective or minimally effective will result in placement on an Individualized Development Plan (IDP) for the following year.

Signature of Evaluator

Date

My signature indicates only that I have received a copy of this report. It does not necessarily mean that I agree with it.

Signature of NTPSM

Date

**South Lyon Community School
Probationary NTPSM Evaluation
Short Form**

NTPSM _____ School _____

Building Administrator _____

Time of Observation: From: _____ To: _____

Probationary year 1 2 3 4

CRITERIA

Instructional planning/implementation

Knowledge and application of teaching/learning theory

Knowledge of subject matter Organization/management of
learning environment

Relationship with students/parents/staff/administration

Demonstrates proficiency in oral/written expression

Date _____

Professionalism

Personal qualities

Accomplishments

This short form observation indicates performance which is

_highly effective _ effective ___ minimally effective __ ineffective

Administrator _____ Date _____

My signature indicates only that I have received a copy of this short form, and I have discussed it with my administrator.

Probationary NTPSM _____ Date _____

**South Lyon Community Schools
Probationary NTPSM Evaluation
Long Form**

NTPSM _____ School _____

Building Administrator _____ Date _____

Based on Short Forms (attached) dated: _____

Probationary year 1 2 3 4

Performance Criterion 1: The probationary NTPSM demonstrates in his/her performance a satisfactory level of knowledge and skill in Instructional Planning and Implementation.

() Consistently () Usually () Occasionally () Rarely

- 1.1 Plans instruction/activities which implement district curriculum
- 1.2 Considers students' prior knowledge when planning instruction
- 1.3 Plans instruction/activities appropriate to student needs/abilities
- 1.4 Uses effective assessment tools and uses resulting data to improve instruction
- 1.5 Delivery of instruction shows evidence of systematic planning and organization

- 1.6 Gives clear explanations, directions and assignments
- 1.7 Assigns reasonable and appropriate activities
- 1.8 Provides for a variety of learning experiences to address individual differences
- 1.9 Maintains appropriate daily written lesson plans
- 1.10 Makes effective use of a variety of curriculum materials, guides, manuals, supplemental materials and manipulatives

Performance Criterion 2: The probationary NTPSM demonstrates in his/her performance a satisfactory level of Knowledge and Application of Teaching /Learning Theory.

() Consistently () Usually () Occasionally () Rarely

- 2.1 Uses research-based teaching strategies
- 2.2 Motivates students by using creative and diverse techniques to accommodate various learning styles
- 2.3 Holds and conveys high expectations for all students
- 2.4 Uses effective questioning strategies
- 2.5 Models learning/thinking strategies and processes
- 2.6 Provides frequent opportunities for students to use higher levels thinking skills
- 2.7 Paces instruction appropriately
- 2.8 Provides for active involvement of students in their learning

Performance Criterion 3: The probationary NTPSM demonstrates in his/her performance a satisfactory Knowledge of Subject Matter.

() Consistently () Usually () Occasionally () Rarely

- 3.1 Possesses, demonstrates and maintains competence in subject matter specialization(s)
- 3.2 Demonstrates the relevance of subject matter to real life experience
- 3.3 Accurately answers student questions regarding subject matter
- 3.4 Demonstrates ability to use technology and integrate it into the curriculum

Performance Criterion 4: The probationary NTPSM demonstrates in his/her performance a satisfactory ability in regard to the Organization/Management of the Learning Environment.

() Consistently () Usually () Occasionally () Rarely

- 4.1 Establishes routines and expectations which allow for effective use of time
- 4.2 Prepares instructional materials and equipment in advance
- 4.3 Maintains an organized, attractive classroom, including displays of student work
- 4.4 Arranges classroom for maximum instructional benefit
- 4.5 Establishes, communicates, and implements, fairly and consistently, a behavioral plan which aligns with the building discipline procedures
- 4.6 Reinforces positive and appropriate behaviors
- 4.7 When necessary, develops a plan to improve student behavior, in conjunction with parents and appropriate staff
- 4.8 Models and encourages respect and consideration for each individual

Performance Criterion 5: The probationary NTPSM demonstrates in his/her performance an ability to maintain satisfactory Relationships with Students/Parents/Staff/Administration.

() Consistently () Usually () Occasionally () Rarely

- 5.1 Demonstrates rapport with students/parents/staff/administration
- 5.2 Treats students fairly and impartially
- 5.3 Recognizes students' interests and activities
- 5.4 Communicates effectively and in a timely manner with students, parents and appropriate staff regarding student progress
- 5.5 Deals with confidential and/or personal information professionally
- 5.6 Demonstrates respect for students/parents/staff/administration
- 5.7 Works cooperatively with parents, staff and administration to meet the needs of student

Performance Criterion 6: The probationary NTPSM demonstrates in his/her performance satisfactory Proficiency in Oral/Written Expression.

() Consistently () Usually () Occasionally () Rarely

- 6.1 Expresses thoughts clearly and understandably in oral and written form
- 6.2 Uses oral and written communication appropriate for the audience
- 6.3 Understands and uses the rules of spoken and written language
- 6.4 Uses proper pronunciation, grammar and spelling

Performance Criterion 7: The probationary NTPSM demonstrates in his/her performance a satisfactory level of Professionalism.

() Consistently () Usually () Occasionally () Rarely

- 7.1 Participates in professional development, staying current in subject matter, research based teaching/learning strategies and technology
- 7.2 Follows district curriculum, district and building procedures, board policies and state and federal law
- 7.3 Takes necessary and reasonable precaution to protect the safety of students, equipment, materials and facility
- 7.4 Attends and participates in appropriate and/or required district and building meetings
- 7.5 Maintains required records and meets deadlines
- 7.6 Seeks collegial and/or administrative assistance when necessary
- 7.7 Presents self as a professional (in appearance, actions, gestures, language, etc.)

Performance Criterion 8: The probationary NTPSM demonstrates in his/her performance satisfactory Personal Qualities.

() Consistently () Usually () Occasionally () Rarely

- 8.1 Demonstrates the flexibility necessary to handle the unexpected
- 8.2 Demonstrates use of good judgment
- 8.3 Demonstrates punctuality and dependability
- 8.4 Displays initiative and enthusiasm for teaching and learning

Performance Criterion 9: Accomplishments (These are optional and may be documented and attached to the short and/or long form, or may be listed below.)

Assessment of the NTPSM's 's progress in meeting the goals of the Individualized Development Plan (IDP):

Signature of Evaluator

Date

My signature indicates only that I have received a copy of this report. It does not necessarily mean that I agree with it.

Signature of NTPSM

Date

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