

**MASTER AGREEMENT**

**between**

**NORTHVILLE EDUCATION ASSOCIATION**

**and the**

**NORTHVILLE PUBLIC SCHOOLS**

**2015-2016 and 2016-2017  
SCHOOL YEARS**

**August 26, 2015 - August 25, 2017**

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**NORTHVILLE PUBLIC SCHOOLS AND THE  
NORTHVILLE EDUCATION ASSOCIATION**

AGREEMENT made and entered into at Northville, Michigan, this 7<sup>th</sup> day of July, 2015, by and between the NORTHVILLE PUBLIC SCHOOLS, WAYNE, OAKLAND AND WASHTENAW COUNTIES, STATE OF MICHIGAN, party of the first part, hereinafter referred to as the "District," and the NORTHVILLE EDUCATION ASSOCIATION, party of the second part, hereinafter referred to as the "Association."

WHEREAS, the parties hereto recognize that the District is a unit of government, engaged in the education of boys and girls in the District; and that the District has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the District, the District will expect that the Association will continue to contribute, through its abilities and experience and that of its individual members, toward maintaining and improving standards of professional practice; and

WHEREAS, the purpose of this Agreement is to provide orderly collective bargaining relations between the District and the Association, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient and prudent operation of the District's business and educational program;

NOW THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I - RECOGNITION**

**SECTION A - RECOGNITION**

The Board herein recognizes the Association as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, with respect to rates of pay, hours of work and other conditions of employment for all regularly employed teaching personnel, and ancillary staff. Ancillary staff refers specifically to psychologists, social workers, occupational and physical therapists, non-certificated counselors, non-certificated speech pathologists and Registered Nurses. This agreement excludes the Superintendent, Assistant Superintendents, Directors, Coordinators, Managers, Supervisors, Principals, Assistant Principals, the Athletic Director, substitute teachers – including contracted substitute teachers, hourly or per diem workers, teacher assistants and other attendance officers, student teachers, summer school teachers, and driver's education teachers who are not currently employed as teachers by the District and all other administrative, supervisory and executive personnel. Also excluded are custodial, secretaries, clerks, cafeteria, maintenance, operational and transportation personnel.

As used herein, the term "employee" refers to any individual employee within this bargaining unit.

## **SECTION B – OPTIONAL ASSOCIATION MEMBERSHIP**

1. The Board agrees not to negotiate with any teacher organization other than the Northville Education Association for the duration of this Agreement.
2. Membership in the Association is not compulsory. Employees have the right to join or not join, as they see fit. Neither party will exert any pressure on or discriminate against any employee as regards such matters.
3. The local Association agrees that neither the Association nor its members will intimidate or coerce any employee in respect to his/her right to work or in respect to local Association activity or membership, and further, that there will be no solicitation of employees for local Association membership or dues during working hours.
4. The Association agrees that it will admit all employees to its membership without discrimination by reasons of race, creed, color, national origin, sex, age, marital status, sexual orientation or prior membership or past participation in the activities of any other employee organization.

## **SECTION C - PAYROLL DEDUCTIONS**

The District agrees to continue to make voluntary payroll deductions, upon written authorizations by any employee, from the salaries of employees for the following:

1. Tax Sheltered Annuity (403b) plan premiums: The District agrees to make an annuity deduction for the M.E.A. Tax Deferred Annuity Plan and for other annuity plans provided by the District. Said plans will be continued as long as employees are actively enrolled. Changes in annuity deductions may be made in the months of September, January and April. No changes in annuity deductions will be made at other times except for good cause and with the approval of the Superintendent or the Superintendent's designee.
2. Flexible Spending Account: The District shall continue to offer a Section 125 Flexible Spending Account option to make pre-tax deductions for health care and dependent care, subject to applicable IRS regulations. The District shall have the right to select the third-party administrator.
3. Long-Term Disability and Life Insurance: When additional long-term disability and/or life insurance is offered by the District's provider(s), deductions shall be made through payroll deduction. In the event an employee is on an unpaid leave, arrangements must be made in advance with the Payroll Office for continued payment of said premiums.
4. Service Credit: The District agrees to continue to make a deduction for those employees purchasing service credit from the State.

5. The District further agrees to disburse such deductions for the purpose intended, as soon as practicable, but not later than ten (10) working days except in extreme cases of emergency.
6. To the extent permitted by applicable law and regulations, employees may authorize salary reduction contributions to designated health savings accounts.

## **ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **SECTION A - INSIGNIA**

Membership insignia appropriate for normal wear may be worn by members of the Association.

### **SECTION B - BULLETIN BOARD SPACE**

The Association will be provided bulletin board space in the faculty room of each building owned by the District for the posting of notices and other material relating to Association activities. An Association building representative will post and initial all materials on this board.

### **SECTION C - USE OF SCHOOL FACILITIES & EQUIPMENT**

The Association and its members will continue to have the right to use school equipment and facilities in buildings owned by the District as provided below:

1. Facilities usable: A room in which to conduct work sessions. Use of the room will be cleared with building principals in advance. If the Association desires to meet at a time other than during the normal working hours of the building custodian, it will pay any additional custodial costs incurred by the District.
2. All work to be done and equipment and facilities used will be in the best interest of the Northville Public Schools.
3. If there is excessive use of materials, the Association will reimburse the District for the reasonable costs of such excess materials.
4. All work will be done before or after teaching hours.
5. Use of approved equipment and facilities is not to interfere with the instructional program or administrative needs.

### **SECTION D - AVAILABLE INFORMATION**

The Board will make available to the Association in response to written requests, the following:

1. Board meeting agendas and minutes.
2. Annual Financial Reports.



3. Student membership and census data.
4. Information required by law as may be necessary for the Association to process a grievance.

### **SECTION E - RIGHT TO DISCUSS VIEWS WITH BOARD**

Upon written request, the Board will give the Association a reasonable opportunity to discuss their views with the Board before the Board takes final action on the following matters:

1. Proposed referenda on operating millages or bond issues.
2. Proposed major revisions of educational policy.
3. Major construction programs.
4. Remodeling of existing facilities.
5. Other issues of mutual concern.

### **SECTION F - ASSOCIATION OFFICIALS IN SCHOOL BUILDINGS**

Association officials will follow District procedures for visitors entering a school building.

### **SECTION G - PERFORMANCE OF DUTY**

The local Association, recognizing its professional responsibilities agrees to use its influence to encourage all employees to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and all equipment furnished by the District to the best of their advantage, protect the District's property and interests, and to cooperate with the District and the employees in all departments in promoting the welfare of the District and improving its service.

### **SECTION H - DISCUSSING LOCAL BARGAINING WITH STUDENTS**

The local Association and its members will refrain from discussing the collective bargaining of the local Association with students.

### **SECTION I - DELIVERY OF ASSOCIATION MAIL**

Students will not be involved in the delivery of Association communications.

## **ARTICLE III – EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **SECTION A - RESPONSIBILITIES BEYOND REGULAR SCHEDULED HOURS**

Employees recognize that their responsibility to the profession requires the performance of some duties that involve the expenditure of time beyond that of the regular contractual day. Therefore, all employees will attend the annual open house or parents' night, traditionally held in the fall, when scheduled by their building.

## **SECTION B - USE OF SCHOOL FACILITIES**

In accordance with existing Board policies, individual employees will have the right of using facilities for meetings in a school building owned or leased by the District that are a function of their employment or directly support their work for the District. Employees may not utilize district facilities to conduct for-profit tutoring without renting the facilities and must avoid conflicts of interest between their professional duties and such private activities.

## **SECTION C - NON-DISCRIMINATION**

The District agrees that neither it nor any of its administrative agents will discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status or membership participation in the activities of the Association or any other employee organization. Nothing contained in this Section will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 as amended. The private and personal life of any employee is not within the concern of the District unless it adversely affects the District.

## **SECTION D - TREATMENT OF STUDENTS**

Employees will not give preferential treatment to students based upon parental influence or other socio-economic factors. It is further agreed that there will be no discrimination against any student because of parental influence or other socio-economic factors.

## **SECTION E - TEACHING CERTIFICATE AND OFFICIAL TRANSCRIPT**

The teacher has the responsibility for submitting his/her valid teaching certificate with the Superintendent of Schools through the Office of Human Resources prior to the first day of employment. The teacher also is responsible for resubmitting required renewal certificates and changes in certification including new endorsements promptly. A teacher who does not provide timely evidence of a valid Michigan teaching certificate or permit prior to the first instructional work day will not be qualified to work, will not be compensated for non-work days and is subject to voiding of contract. Per section 1535 of the Michigan Revised School Code, for purposes of endorsement or certification, a teacher shall be considered certificated on the completion date of the requirements of a teacher's college. It is the teacher's responsibility to timely submit this evidence to the MDE and District prior to the first instructional work day.

A psychologist, social worker, physical and occupational therapist also has the responsibility for submitting his/her valid certification and/or license with the Superintendent of prior to the first day of employment and is also responsible for resubmitting required renewal certificates/licenses and changes in certificates, including new endorsements, promptly. Each teacher, psychologist, social worker and occupational and physical therapist must file with the Superintendent of Schools in addition to a valid certificate or license with appropriate approvals, an official up-to-date transcript of credits. Failure to file the certificate or transcript prior to the first scheduled work day may result in the withholding of pay until such filing has been completed and may result in the voiding

of contract. The holding of a valid certificate and/or license as required will remain a condition of employment.

Effective the start of the 04-05 school year, the District will provide a receipt for certificates filed after said date.

#### **SECTION F - REPORTING ABSENCES**

When a teacher is unable to be in school on any given day, he/she will contact the District as early as possible to state the reason for the absence. The current procedure is for the teacher to enter his/her absence into AESOP or automated system by telephone or via the Internet. The call should be made no later than approximately ninety (90) minutes prior to the teacher's reporting time, in order that the District Attendance Specialist may arrange for a substitute teacher. In the event the teacher knows that he/she will be unable to return to work the next school day, he/she will report this fact using AESOP or automated system, before 2:00 p.m. of the day of his/her absence. Absent unforeseen extenuating circumstances, failure to report an absence as outlined above may constitute an unauthorized absence and may result in loss of pay for that day. In the event that the AESOP or automated system is not operational, the teacher will call the District Attendance Specialist and/or the Building Administrator. Failure to report an absence as outlined above may constitute an unauthorized absence and may result in loss of pay for that day. If none of the reporting options are available (i.e., AESOP or automated system, District Attendance Specialist, Building Administrator), no loss of pay will result.

#### **SECTION G - SCHOOL CLOSINGS**

In any situation (such as severe weather, heating plant failure, quarantine, etc.) when in the opinion of the Superintendent of Schools it is necessary to discontinue regular classes for pupils in any one school or in the entire district, the District will make reasonable efforts to provide information about closings to a designated radio station or by telephoning the teacher ninety (90) minutes before reporting time. It is expected that teachers will report work at the regular time for assignment unless notified otherwise by the Superintendent or designee.

In cases where the Superintendent deems it necessary to close a school due to hazardous road conditions, teachers in affected buildings will not be required to report to work.

In the event that pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities the calendar will be adjusted, if necessary, in order to insure the student instruction days/hours as required by law for the District to receive full State aid. The parties have agreed to adjust the school calendar (see Appendix C) to conform with this section. If additional days/hours are necessary, the District and the Association will meet to extend the calendar/hours.

## **SECTION H - PRESENCE OF ADDITIONAL EMPLOYEE DURING REPRIMAND**

Employees will at their request be entitled to the presence of an employee representative of his/her own choosing when said employee is called to the office of an administrator for the intended purpose of an official reprimand or an investigatory interview preceding disciplinary action regarding his/her conduct. Performance evaluations are excluded from the clause.

## **SECTION I - ACCESS TO PERSONNEL FILE**

In keeping with past practice, upon reasonable requests, employees will be allowed to review their personnel file with Human Resources. If the employee believes the material included in his/her personnel file is inaccurate or inappropriate, that employee has the right to submit a written statement regarding the material in question.

## **SECTION J - INTENT TO TERMINATE EMPLOYMENT**

Teachers agree to notify the Board, as soon as possible, of any intent to terminate employment with the District. It is recognized by the teachers that they have a legal responsibility to notify the District at least (60) days before the effective date of their resignation and failure to do so, may result in forfeiture of tenure status.

## **SECTION K - ENFORCEMENT OF STUDENT CODE OF CONDUCT**

As a part of the normal teaching day (the 7-1/2 hour day), teachers will enforce the school District's student code of conduct and will be responsible for assisting the administration in enforcing Board policy and building procedures, rules and regulations governing students.

## **SECTION L - COMPLIANCE WITH ESEA**

The District and the Association agree to comply with the provisions of ESEA (No Child Left Behind Act) and the Michigan Department of Education in applying and determining highly-qualified status. The parties have agreed to use the portfolio assessment option entitled "Highly Qualified Teacher Portfolio Resource Guide," dated August, 2005.

All members may be required to update Highly Qualified forms with the Office of Human Resources on an annual basis.

## **ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES**

### **SECTION A - ADMINISTRATIVE CONTROL OF DISTRICT**

The District has the right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, except as indicated elsewhere in this Agreement.

## **SECTION B - HIRING, PROMOTION AND DISCHARGE OF TEACHERS**

The right to hire, promote, discharge or discipline, and to maintain discipline, competence and efficiency of employees, is the responsibility of the District. Further, establishing the educational program, curriculum, organization and structure of the schools of the District, location of schools, construction of school facilities, new pedagogical innovations, textbooks and instructional materials, prescribed courses of study, and the means of providing a comprehensive program to the residents of the District are the responsibility of the District.

## **SECTION C - EXERCISE & LIMITATION OF POWER, RIGHTS AUTHORITY**

The exercise of the foregoing power, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific terms of this agreement and then only to the extent such specific terms thereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **SECTION A - DEFINITIONS**

1. A "grievance" is an alleged violation of a specific Article or Section of this Agreement, or a specific rule of the Board, or administrative regulation (excluding prohibited subjects.)
2. The term "teacher" means bargaining unit employees subject to the Michigan Teachers' Tenure Act. Ancillary staff means bargaining unit employees who are not subject to the Michigan Teacher Tenure Act as designated within Article I. A grievance may include a group of teachers and/or ancillary staff.
3. A "party of interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" when used in this article will, except where otherwise indicated, mean working school days.

### **SECTION B - PURPOSE**

The primary purpose of the procedure set forth herein is to secure at the lowest level possible, equitable solutions to the problems of the parties. Except as it is necessary for the purpose of implementing these procedures, both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein will prohibit teachers, ancillary staff and/or the Association from attempting to resolve a grievance informally with appropriate members of the administration.

## **SECTION C - STEPS OF GRIEVANCE PROCEDURE**

The number of days indicated at each level will be considered maximum, and every effort will be made to expedite the process. Time limits may be extended by mutual agreement. In the event a grievance is filed on or after the first day of June, which, if left unresolved until the beginning of the following school term could result in irreparable harm to the employee or group of employees concerned, the time limits set forth herein will be appropriately reduced.

1. **Level One - Informal:** Any employee having a grievance will within fifteen (15) days after the occurrence of the alleged violation, first discuss this matter with his/her building principal/supervisor. Such discussion will take place during non-teaching hours or other mutually agreeable times, with the object of resolving it informally. The Association, at the Grievant's request, shall have the opportunity to be present at such a complaint discussion. The principal/supervisor will advise the teacher and the Association of his or her decision within seven (7) days from the date of the informal discussion.
2. **Level Two - Formal:** If the grievance is not resolved at the Level One discussion between the principal/supervisor and the employee, the alleged violation may be formalized into a grievance. The grievance will be reduced to writing on a form set forth in the Appendix F and available from the Association building representative. The completed grievance form will be submitted to the building principal/supervisor within seven (7) days after the decision at Level One.

The principal/supervisor will advise the Superintendent of Schools, with copies for the local Association and the teacher(s) involved, in writing of his/her disposition of the grievance within seven (7) school days after receipt of the grievance.

3. **Level Three - Superintendent:** In the event that the Grievant, or the Association, is not satisfied with the disposition of the grievance at Step 2, within seven (7) days after the receipt of the Administrator's answer, the grievant or the Association may appeal to the Superintendent of School, or his/her designee. Such appeal shall be in writing. The Association will represent the Grievant in presenting the grievance.

Within seven (7) days after the receipt of the appeal, the Superintendent will investigate the grievance, including giving the grievant and the Association a reasonable opportunity to be heard at a mutually agreeable time in the presence of the Superintendent or his/her designee. The Superintendent will advise the employee and the Association in writing of his/her disposition of the grievance, within seven (7) days following the conference with the grievant and the Association.

4. **Level Four - Board:** Within seven (7) days after receiving the decision of the Superintendent, the grievant and the Association may appeal to the Board of Education, except in those cases where the grievance appealed is arbitrable, as defined in Level Five of this procedure. At that time Level Four may be bypassed and the grievance appealed within seven (7) days directly to Level Five (Arbitration).

The appeal will be in writing with copies to the Superintendent and the Board and will contain the reason for the appeal and copy of the Superintendent's decision at Level Three.

Within ten (10) days after receipt of the appeal, the Board or its designated representative, will investigate the grievance, including giving the grievant and the Association a reasonable opportunity to be heard. The Board will render its decision in writing within ten (10) days after holding a hearing on the appeal. A copy of the Board's decision will be delivered to the teacher(s) involved, to the Association, and the Superintendent.

5. **Level Five - Arbitration:** If a grievance is not satisfactorily adjusted and if it involved an alleged violation of a specific Article or Section of this Agreement, the Association or the Board may, within seven (7) days after the decision of Level Three or Four is rendered, submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the District/Association and the American Arbitration Association. Grievances which do not involve alleged violations of a specific Article or Section of this Agreement may be processed through Level Four, but will not be arbitrable.

The Demand for Arbitration will contain a statement of the issues to be arbitrated and references to the specific Article and/or Section allegedly violated. Arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association governing labor arbitrations.

It will be the function of the arbitrator, after due investigation, to make a decision in writing and set forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator's decision will 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 will he/she make any decisions which require the commission of an act prohibited by law.

The cost for the services of the arbitrator, including per diem expenses, will be borne equally by the Board and the Association. All other expenses will be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

#### **SECTION D - TIME FOR PROCESSING GRIEVANCES**

Grievances arising under this Article will be processed during non-teaching hours unless mutually agreed otherwise. If there is mutual agreement to hear a grievance during regular teaching hours, attendance by employees and Association representatives will be without loss of pay, up to, but not including, arbitration.

## **SECTION E - TIMELINESS OF APPEALS**

Any appeals not properly processed within the applicable time periods will be considered settled on the basis of the last answer given by the respective school authority.

## **SECTION F - GRIEVANCE AFTER RESIGNATION**

No grievances will be filed or processed further by any employee after the effective date of their resignation.

## **SECTION G - REPRISALS**

No reprisals will be taken by either party against any party in interest, Association representative or other participant in the grievance procedure by reason of such participation.

## **SECTION H - PRESENCE OF GRIEVANT**

The grievant may be present at every step of the procedure at the request of the Association, the Superintendent of Schools or the Board of Education, as the case may be.

## **SECTION I - GROUP GRIEVANCES**

The Association may process a grievance involving a group of teachers and/or ancillary staff through the grievance procedure, commencing at the second level thereof. Such grievance will indicate the employees involved.

The Association may also process a grievance involving more than one school, commencing at Level Three of the grievance procedure (Superintendent's Level). Grievances so processed will first be discussed informally with the Superintendent or his/her designee within fifteen (15) days after the occurrence or when the Association could have had knowledge of the alleged violation. If the grievance is not resolved in the informal discussion, then the alleged violation may be formalized into a written grievance. The grievance will be reduced to writing on a form set forth in the Appendix F and submitted to the Superintendent within five (5) days after the informal meeting. The Superintendent will provide his/her written disposition as per time limits in Level Three. All other levels will apply thereafter.

## **SECTION J - PRIOR GRIEVANCES**

Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement. Notwithstanding the expiration of this Agreement, any grievance arising under the terms of this Article shall be processed until resolution is reached.



## **SECTION K - FINANCE LIABILITY**

Claims involving financial liability will be limited retroactively to a period of five (5) days from the date on which the grievance was filed, except in the case of a payroll error or in bona fide cases where affected individuals could not have had knowledge of the cause for complaint.

## **SECTION L - MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURE**

The following matters will not be the basis of any grievance filed under the procedure outlined in this Article:

1. Termination of services of or failure to reemploy any probationary employee.
2. Any matter subject to the procedures specified in the Michigan Teacher Tenure Act as revised 2011.
3. The removal, assignment, reassignment or failure to assign an employee to an extracurricular activity.
4. Ancillary staff evaluation may be discussed with the Superintendent; however, content of evaluation will not be a basis of a grievance or subject to the grievance procedure.

## **SECTION M - GRIEVANCE DOCUMENTS IN PERSONNEL FILES**

All documents, communications and records dealing with a grievance will not be placed in the teacher's personnel file.

## **SECTION N - GRIEVANCE INFORMATION**

The Board will make available to the Association, in response to written requests, information required by law as may be necessary for the Association to process a grievance.

# **ARTICLE VI - SALARY & FRINGE BENEFITS**

## **SECTION A - SALARY SCHEDULE**

The salaries of teachers covered by this Agreement are set forth in Appendix A for teachers on the K-12 schedule and Appendix B for teachers on the SEP schedule.

### **Wages**

#### **2015-2016**

For the 2015-16 school year, the salary schedule during the 2014-15 school year shall remain in effect. Employees who did not receive a 2014-2015 final year end performance evaluation rating of Ineffective or Minimally Effective, and who would normally be eligible for a step increase in

2015-16, shall advance a full step on the salary schedule. (For example – an employee on step 3.5 as of June 30, 2015 who meets the prior criteria, will advance to step 4.5.) Excluding any employees who in 2014-2015 received a year-end performance rating of Ineffective or Minimally Effective, employees not eligible for a step in 2015-16 will receive an off-schedule payment equal to 2% of their 2014-15 base wage, not inclusive of longevity or other forms of additional compensation (if any), to be paid as part of the District's biweekly payroll process. Excluding employees who in 2014-2015 received a final year-end performance rating of Ineffective or Minimally Effective, an employee who acquired an advanced degree in the subject area they teach or in which they are certificated, or who has completed coursework approved in advance by Human Resources and the Office of Instruction, shall move laterally on the salary schedule during the 2015-2016 school year.

### 2016-2017

The Board and Association agree that it is in the best interest of all District stakeholders to maintain a fiscally stable school District that offers a competitive salary schedule to all employees. Because achieving these goals is challenging when State funding or student enrollment fluctuations adversely affect the District's fiscal condition, unless the parties otherwise mutually agree in writing, the formulas below will determine compensation:

In the event that the Board adopts a budget for the 2016-17 school year that projects a General Fund Balance of 15% of the budgeted General Fund expenditures or higher (including the amount by which the Health Care Reserve Fund exceeds \$1,200,000, if any, and the cost of the contingent increase in compensation detailed below), the following will apply:

Excluding employees who at the end of the prior school year received a final year-end performance evaluation rating of Ineffective or Minimally Effective, unit employees will receive an off-schedule payment not to exceed 2% of their actual 2015-16 base wages. For those who were not yet at the top step of the salary scale in 2014-15, this off-schedule amount shall equal up to 2% of their 2015-16 base wage, not inclusive of longevity or other forms of additional compensation (if any). For those who were already on the top step of the salary scale in 2014-15, this off-schedule amount shall equal an amount not to exceed 4% of their 2014-15 base wage (the off-schedule 2% in 2015-16 and another off-schedule amount not to exceed 2%) not inclusive of longevity or other forms of additional compensation. These contingent increases shall be in lieu of step advancement (steps frozen) during the 2016-2017 year, and shall apply only to 2016-17, not beyond; as of the day before the contract expires, the salary shall revert back to the 2014-2015 base wages for those who have achieved the top step of the salary schedule. It is agreed and understood that the potential variation in the off schedule payment is related to maintaining a minimum 15% fund balance.

Excluding employees who in 2015-2016 received a final year-end performance rating of Ineffective or Minimally Effective, an employee who acquired an advanced degree in the subject area they teach or in which they are certificated, or who has completed coursework approved in advance by Human Resources and the Office of Instruction, shall move laterally on the salary schedule during the 2016-2017 school year.

*Note: If the Board adopted budget for 2016-17 projects less than a 15% Fund Balance of budgeted General Fund expenditures, there will be no wage increase of any kind in 2016-17.*

Conversely, in the event that the Board adopts a budget for the succeeding fiscal year that projects a General Fund Balance of less than 10.5% of the budgeted General Fund expenditures (including the amount by which the Health Care Reserve Fund exceeds \$1,200,000, if any, and the cost of the contingent increase in compensation detailed above), the following will apply:

The District will identify the amount of reductions in General Fund expenditures needed to maintain a 10.5% General Fund Balance as of the end of the succeeding fiscal year. The District will then meet with the NEA to mutually agree on the manner in which the NEA's proportional percentage of such amount shall be applied to reduce the NEA compensation based on the 2014-15 salary schedule.-

When there is a projected operating budget deficit, and a projected General Fund balance of less than 10.5%, salary increases, if any, shall be off schedule and shall only be provided to those unit employees whose most recent year-end performance evaluation was Effective or Highly Effective overall.

In the event that the final audit for the 2016-17 school year confirms a General Fund Balance of 18% or higher (including the amount by which the Health Care Reserve Fund exceeds \$1,200,000, if any), and inclusive of the cost of any off schedule percentage detailed above, the Board will allocate to NEA bargaining unit employees who were employed in that prior school year being audited and were rated Effective or higher on their most recent year-end performance evaluation, an amount equal to the NEA's proportional percentage of the amount in excess of an 18% General Fund Balance ("bonus pool.") The bonus pool, which includes the Districts FICA cost, shall be paid to NEA bargaining unit employees through a one-time, off-schedule payment on a pro rata basis in the form of a one-time bonus, not subject to MPSERS, no later than December 1<sup>st</sup>, after the audit process is completed. No bonus shall exceed \$2,500, inclusive of FICA cost.

Furthermore, when there is an operating budget deficit, salary increases, if any, shall be off schedule.

In addition to any other salary adjustments, each teacher shall have his/her salary in 2015-16 and the 2016-17 school years reduced by the equivalent of two (2) days pay in each of those school years. Each teacher will take two unpaid furlough days during each of those school years on the "teacher work days" in January and June of that school year, on which days teachers would not be expected to report for work, but would remain responsible for the timely completion of their duties.

For those SEP teachers hired after July 1, 2011, that salary schedule shall be identical to the K-12 salary schedule. Hours worked in the SCI/SXI Summer Program will be compensated on a pro rata basis. The SEP salary schedules will be reopened in the event that an Act 18 audit requires further alignment with K-12 salary schedules.

## **SECTION B – TEACHER’S HOURLY AND DAILY WAGE**

A teacher’s daily rate is to be determined by dividing his/her salary by the number of teacher work days prescribed in Appendix C. A teacher’s hourly rate will be determined by dividing his/her daily rate by 7.

## **SECTION C - EXTRA-CURRICULAR PAY**

1. It is expressly understood that all extra-curricular duties are not subject to tenure with respect to assignment and reassignment. It is further understood that part of the extra-curricular assignment is supplying the administration with requested information relative to the activities of extra-curricular assignments.
2. Extra-curricular salaries for the duration of this Agreement will be in accord with Appendix D. For purposes of calculating the extra-curricular rates, the BA base for 2015-16 and 2016-17 shall be \$39,699.

## **SECTION D - MEDICAL INSURANCE**

1. Effective August 26, 2015, the Employer shall pay not more per month towards the medical plan than the following amounts: \$499.36 single; \$1,044.31 two person and \$1,361.89 family. Employees currently enrolled in one of the District’s existing medical plans will continue in that plan thru December 31, 2015. There will be no employer contribution to the Health Savings Account. Any employee pre-payment from January through August 2015 will reduce the employee contribution September through December 2015.

Effective January 1, 2016 through December 31, 2016, and continuing each January 1 thereafter during the life of this agreement, the employer’s monthly cost shall not exceed 1/12<sup>th</sup> of the applicable annual hard cap amount established by the State Treasurer. Employees electing medical plan coverage shall pay the difference in cost via payroll deduction pursuant to the District’s IRS section 125 plan and there shall be no employer contribution to the health savings account.

Eligible employees may elect to enroll in one of the following plans:

The first plan option below is not a High Deductible Health Plans (HDHP,) and therefore not eligible for employee pre-tax contributions into a Health Savings Account (HSA.) The last two options are HDHPs and allow pre-tax employee contribution elections.

Plan A – Community Blue PPO Hybrid B (not an HDHP)

Plan B – Simply Blue 1300/2600 PPO (HDHP – no employer HSA prefunding)

Plan C – Simply Blue 2000/4000 PPO (HDHP – no employer HSA prefunding)

These plan options, rates and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the illustrative rates, as well as any adjustments to the statutory Hard Cap amounts. Any changes will be communicated through Open Enrollment. Such adjustments in the employee costs based on these factors shall not be subject to challenge or grievance.

Prior to Open Enrollment for the 2017 plan year, the District agrees to present up to three plan options for eligible employees to begin January 1, 2017. The District shall not pay more towards annual medical costs than the hard cap limits established pursuant to section 3 of the Publicly Funded Health Insurance Contribution Act.

2. Any claim settlement between the teacher and the above carrier will not be subject to the grievance procedure. The District's obligation is limited to paying its monthly maximum contribution towards the annual medical costs as stated herein.
3. Teachers and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above, nor will they be eligible for a separate District contribution to the HSA, where applicable. If the teacher should lose such coverage, they will become eligible for benefits of this agreement without penalty.
4. If during the life of the contract the Federal Government develops and implements a National Health Program, the Association will maintain, for the life of the contract, the health insurance in place at the time the National Program is implemented. If the Federal Government imposes a National Health Program on existing contracts before their term expires, and the program results in additional costs for the District, individual members will absorb the new costs. In addition, if during the life of this agreement the Federal Government issues new regulations under PPACA which would lead to the District paying any type of tax, penalty or fee, this contract shall be re-opened for further negotiations, in order to include such costs under PA 152. Likewise, the District may elect to provide additional plan options in order to comply with PPACA.
5. Each bargaining unit employee receiving health insurance during all or any portion of a calendar month will contribute by pre-tax payroll deduction a monthly amount equal to the difference between the District's contribution and the actual cost of the coverage. The cost of the health insurance for these purposes shall include the then-current illustrative renewal rates and all other related District expenses, taxes, and contributions.

Both parties agree to comply with the Affordable Care Act and agree that the district may make adjustments based on any future rulings, findings and government guidance on compliance.

Subject to applicable law, employees working less than full time, but at least half-time who elect medical coverage are responsible for all annual medical costs beyond the prorated employer contribution toward the total costs.

**SECTION E – CASH IN LIEU**

Employees who elect not to participate in the District’s health insurance program may be eligible for cash-in-lieu payments up to \$2,000 annually. In order to qualify for cash-in-lieu payments, employees who do not elect District medical coverage must provide verification of alternate coverage, in writing, to the Benefits Specialist, or designee during the Open Enrollment period.

Cash-in-lieu is a benefit initiated in the 2013-14 school year, and payment is predicated on the principle of cost neutrality to the District. Following each Open Enrollment period, the District calculates the number of unit employees that would need to decline medical coverage in order for the cash-in-lieu payment to be cost neutral. The calculation considers the baseline number of (79) employees who opted out of medical coverage in 2012-13, the ‘hard cap’ amount provided by the Michigan Department of Treasury and the applicable MPERS contribution for the current school year.

The calculated number of unit employees needed to decline medical coverage to effect the full cash-in-lieu amount of \$2,000 is then compared to the number of employees who actually declined medical coverage for the applicable plan year. If an insufficient number of employees declined medical coverage to trigger the full cash-in-lieu amount, a lower cash-in-lieu amount is calculated based on the actual number of employees declining coverage in order to maintain cost neutrality for the District. The District shall provide this calculation to the NEA annually.

**SECTION F - DENTAL INSURANCE**

The School District will select an insurance carrier and pay the premium to provide the following dental benefits:

- CLASS I (Diagnostic Services, Preventive Services, Palliative Treatment)
- CLASS II (Restorative Services, Endodontic Services, Periodontal Services, Oral Surgery, Repairs, Adjustments and Relining of Denture and Bridges, adjunctive General Services).
- CLASS III (Construction and Replacement of Dentures and Bridges)

Class I, II and III insurance dental benefits as described above will be provided at a benefit level of seventy-five percent (75%) to full time teachers and their eligible dependents after the teacher has completed one (1) year of continuous employment in the School District. Class I, II and III benefits will be limited to \$1,000.00 per year per member.

Orthodontic Rider - Effective with the first day of September, 1988 the District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age

eighteen at a fifty percent (50%) benefit level (co-pay) with a \$1,000 maximum per eligible member.

The insurance carrier selected by the School District will provide in its policy a provision of non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group and are legally married to each other, they will be enrolled under one application card and will receive benefits under a single contract without coordination of benefits.

This provision will be subject to the terms and conditions specified in the District's dental policy and any claim settled between the teacher and the insurance carrier will not be subject to the grievance procedure.

### **SECTION G - VISION CARE INSURANCE**

The District will select an Insurance carrier and pay the premium to provide a basic Vision Care package for all full time teachers equal to the benefits presently provided in the MESSA-VSP2 plan covering the following:

1. Vision Examination with \$6.50 deductible.
2. Lenses and Frames with \$18.00 deductible.
3. Contact Lenses -
  - a. Cosmetic - Up to \$90.00 including exam.
  - b. Non-Cosmetic - (correcting visual acuity) - Payment in full.

One vision exam, one pair of lenses and one frame are available during each plan year. One pair of contact lenses, including the exam cost, are available in lieu of all other plan benefits during each plan year.

### **SECTION H - LIFE INSURANCE**

The District will provide term life insurance protection for all full-time teachers regularly employed in the District in the amount of Forty Thousand Dollars (\$40,000.00). An additional Forty Thousand Dollars (\$40,000.00) of term life insurance will be provided to those teachers who elect not to be covered by the School District's Blue Cross-Blue Shield policy. This agreement will be subject to the terms and conditions specified in the District's group insurance policy and any claim settlement between the teachers and the above carrier will not be subject to the grievance procedure.

### **SECTION I - LONG TERM DISABILITY**

The District will pay the premium to School Insurance Fund, being the premium on the Policy Number 013354, to provide long term disability insurance for all full time teachers regularly employed, but the District will have the right to change the insurance carrier as long as the basic benefits and options set forth in School Insurance Fund's policy continue in effect in any policy issued by the subsequent carrier.

**LONG TERM DISABILITY BENEFITS**

*Maximum Monthly Benefit	\$3,000
*Benefit Percentage	66.67% of Covered Salary
*Elimination Period	90 Consecutive Calendar Days
*Sick Leave	Total Disability or Sick Leave/Min. Benefit
*Maximum Benefit Period	To Age 65, Reduced after 60

This provision will be subject to the terms and conditions specified in the District's long term disability policy and any claim settled between the teacher and the insurance carrier will not be subject to the grievance procedure.

**SECTION J - LIABILITY**

The District agrees to continue the present liability coverage or its equivalent for all teachers.

**SECTION K - WORKER'S COMPENSATION**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act will receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide.

In addition, the Board of Education will pay either the regular or the difference between the regular salary and the allowance under the Act for all working days prior to the eighth day after injury or disease without loss of credit from the sick leave bank.

**SECTION L - LONGEVITY BENEFIT**

After the completion of twelve (12) years of continuous service to the Northville Public Schools:

1. The following will be paid each year until the completion of the fifteenth (15th) year: \$ 450
2. After the fifteenth (15th) year, the following will be paid each year until the completion of the twentieth (20th) year: \$ 750
3. After the twentieth (20th) year, the following will be paid each year until the completion of the twenty-fifth (25th) year: \$1,900
4. After the twenty-fifth year, the following will be paid until severance from the system: \$2,700

Said sum will be paid with the first paycheck in December of each school year and will be considered a part of the teacher's contracted salary.



## **SECTION M - RETIREMENT PAY**

Any teacher who retires after ten (10) years of active service to the Northville Public Schools will be eligible to receive a payment of thirty dollars (\$30.00) for each unused sick day, providing the teacher notifies the District of his/her intention to retire no later than seventy (70) teacher work days prior to the last day of work.

Retirement will be defined as the discontinuance of regular teaching in any Michigan Public School System and receipt of Retirement payments from the Michigan Public School Employees' Retirement Fund.

## **SECTION N - TUITION REIMBURSEMENT**

Teachers in their respective probationary period will be fully reimbursed for actual tuition expenses paid not to exceed Five Hundred Dollars (\$500) a year for the duration of this contract.

1. To be eligible for reimbursement:
  - a. Teachers must continue in the employ of the District for a minimum of one semester following the completion of the course for which tuition is requested. Newly employed teachers must complete one semester of teaching before they are eligible to receive tuition reimbursement.
  - b. The probationary teacher's performance must not have been rated Ineffective as determined by his/her most recent year-end performance evaluation, or rated Minimally Effective during the fourth or fifth years of probation.
  - b. The credit semester hours must have been earned after the teacher has received his/her provisional certificate or license.
  - c. The credit hours must be graduate class hours (in the 500 series or above). All other hours including independent study hours, must have the prior approval of the Superintendent or the Superintendent's designee.
  - d. The graduate credit hours must be on a degree program related to the teaching area of instruction in the regular school day program, additional certification or endorsements, or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.
  - e. The credit hours must have been earned from a college or university accredited for teacher education.
2. Qualification for tuition reimbursement will include:

- a. Completed application form as provided by the District.
  - b. Appropriate verification indicating satisfactory completion of course(s) taken and, if required, the teacher's planned course of study.
  - c. Copy of appropriate tuition receipt.
  - d. Copy of Superintendent's approval, if approval was required.
3. The deadline for filing application for tuition reimbursement will be on or before September 30<sup>th</sup> of each year.
  4. If a probationary teacher does not make application within the year in which the completion of his/her course(s) occur, he/she will forfeit his/her right to tuition reimbursement.

### **SECTION O - EXTRA CREDIT PAY**

The District agrees to pay Four Hundred Twenty Dollars (\$420.00) for twenty (20) semester hours of graduate credit beyond that of the BA Degree. Once a teacher reaches the M.A. schedule, extra credit pay beyond the B.A. is canceled and a rate of Two Hundred Fifty Dollars (\$250.00) will be granted for each group of ten (10) hours beyond his/her new salary schedule until he/she reaches the M.A. +30 at which time Three Hundred Dollars (\$300.00) will be added for a maximum total of Eight Hundred dollars (\$800.00) above the M.A. Degree salary step. A teacher with an earned Ph.D. or Ed.D. Degree will be granted a maximum total of Twelve Hundred Dollars (\$1200.00) above the M.A. salary.

To be eligible for extra credit pay:

1. The credit semester hours must have been earned after the teacher has received his/her provisional certificate.
2. The credit hours must be graduate class credit hours in the 500 series or above. All other hours, including independent study, must have the prior approval of the Superintendent or the Superintendent's designee.
3. The graduate credit hours must be on a degree program and be directly related to the teaching area of instruction in the regular school day program, or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.
4. Credit for quarter hours will equal 2/3 of a semester credit hour.
5. The credit hours must have been earned from a college or university accredited for teacher education.
6. A teacher who received a year-end performance evaluation rating less than Effective in the prior year shall be ineligible for extra credit pay, if any, in the following year.

The above criteria for extra credit pay will be applicable to all advanced degrees beyond the bachelor's.

**SECTION P - OUTSIDE EXPERIENCE CREDIT**

The School District, at its option and in its discretion, may place a newly hired teacher on the salary schedule from Base to Step 8 inclusive depending upon the teacher's outside teaching or related experience.

**SECTION Q - ESTABLISHMENT OF SALARY FOR NEW POSITION**

When a new position is placed in existence or an existing position is changed or combined with another position, either of which cannot be properly placed in the existing salary schedule, the Board will notify and discuss with the Association in advance of establishing a salary for such position.

**SECTION R – SHARED TIME (NON-PUBLIC SCHOOL) POSITIONS**

Should a Northville teacher with a fifty (50%) percent or more District assignment teach additional classes in a shared time assignment he/she will be given commensurate benefits as provided in Sections D – G in this Article.

**SECTION S - PART-TIME TEACHERS HOSPITALIZATION AND LIFE INSURANCE**

Teachers employed less than full time, but at least half-time, will receive a prorated share of medical and life insurance if they contribute their prorated share for insurance coverage, provided that the District is not required to pay on their behalf any penalty, exchange, fee or other cost as a result of PPACA.

**SECTION T – PERFORMANCE RATINGS & COMPENSATION**

To the extent that any employee may be eligible for movement on the wage scale regarding steps, longevity and/or extra credit pay, no additional compensation may be applied unless the terms outlined in this Article are fully satisfied. Any such withholding of what may have otherwise been additional compensation may not be grieved or recouped retroactively or otherwise for that year regardless of future performance ratings. Future evaluation ratings will apply only prospectively.

**SECTION U – CLASSROOM SUPPLY STIPEND**

A classroom supply stipend of \$550.00 shall be paid to each full-time employee not later than November 1 each year for the duration of this agreement, to offset employee supply expenses; the stipend will be pro-rated for those working less than full-time.

## ARTICLE VII - WORKING CONDITIONS

### SECTION A - GENERAL

The parties to this Agreement recognize that availability of satisfactory school facilities for both students and employees is necessary to insure the desirable high quality of education which is the objective of both the employee and the District. Therefore, the District agrees to keep the schools owned by the District reasonably and properly equipped and maintained.

The Board agrees to provide a work place with adequate heating, ventilation and lighting. However, this provision is not subject to arbitration.

Further, it is recognized that the primary duty and responsibility of the employee is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the employee is primarily utilized to this end.

### SECTION B - WORK YEAR

1. The District and the Association agree that the 2015-16 and 2016-17 school years will not constitute more than 187 employee work days and that employees will be in the classrooms with the children for instructional purposes not less than 180 days. In addition, employees employed for the summer extended school year program will work an additional 20 days. This provision is subject to change based on ACT 18 funding.

The calendars for the 2015-16 and 2016-17 school years are attached as Appendix C.

2. Work Days, as designated in the calendar, will be reserved for employee initiated activities that relate directly to their responsibilities with students and teaching. Such a day may include but is not limited to activities such as checking papers, evaluating assessments, calculating grades, completing report cards, lesson / unit planning, inventory, ordering and classroom preparation.

Employees are also required to attend and participate in Extended Time, as shown in Appendix F for 75 minutes in designated weeks of the K-12 school year. Extended Time is scheduled for professional learning and/or collaborative work on a variety of topics intended to improve student learning.

Professional Days, as designated in the calendar, will be reserved for activities that are curricular in nature. Such a day may include but is not limited to activities such as interdisciplinary subject planning, grade level planning, subject/level planning, beginning

of the year staff meetings, or departmental meetings that are organizational in nature. Professional days can also include teachers scheduled in meetings where presentations were made to the staff by the Superintendent (excluding the Welcome Back Breakfast), administration, colleagues or outside resource persons. Note: Emergency staff meetings and departmental meetings do not count toward DPPD hours. PD days and some Extended Time sessions may count as DPPD depending on the focus of the sessions.

3. Additional Work Days: Additional days of work (compensation based on the individual's daily rate):

- a. Counselors and Librarians - Five (5) days as determined by the principal upon consultation with the individual involved. An additional five (5) days may be granted any employee qualifying under this provision subject to the recommendation of the building principal and the approval of the Superintendent. Such days will be paid at the per diem rate according to the prior year's salary schedule. {For example: Counselor works days in August of 2014 will be paid at the per diem rate from the 2013-14 school year.}
- b. Notification by an employee that services have been performed in accord with the provisions of this paragraph will be filed by the employee with the building principal on a form provided by the District and available in the principal's office. Said form will be filed within ten (10) working days from the date of performance of service. If the services are performed in consecutive working days, said form will be filed within ten (10) days from day of last performance. Any work performed prior to the first official work day of the start of the new school year shall be paid, upon prior principal approval and Human Resources approval, based on the prior year's salary schedule, and shall not invoke any benefit or movement in wages for the next school year. {See prior example.}

4. Additional Services For Non-Instructional Duties:

- a. Employees who can demonstrate need for performance of non-instructional tasks outside of teaching hours will make application for approval to perform such duties.
- b. Said application will state the task necessary to be performed and the estimated time required.
- c. Said application will be submitted through the appropriate principal or administrator.
- d. Upon approval of the application by the Superintendent or his/her designee, all work will be reimbursed at an hourly rate of \$21.52 per hour for each school year. This rate reflects an increase each year of this contract by the same percentage increase which is applied in establishing the salary schedule for those years. (For the duration of the 2015-17 Agreement, the last sentence is not applicable.)

Notification by an employee that services have been performed in accord with the provisions of this paragraph will be filed by the employee with the building principal on a form provided by the District. Said form will be filed within ten (10) working days from the date of performance of services provided. If the services are performed in consecutive working days, said form will be filed within ten (10) days from day of last performance.

- e. The following activities, which occur during the contractual day, will be compensated at a rate of \$900.00 per semester or \$1,800.00 per year:
- Service Squad/Safety Patrol (Limit one per elementary)
  - Leader in Me – Teacher Lighthouse Leader (Limit one per elementary)
  - Leader in Me – Student Leadership Facilitator (Limit one per elementary)
  - Elementary Bus Supervisors – morning duty (Limit one per elementary)
  - Lunch Room Duty for Middle and High School

### **SECTION C - WORK DAY**

1. **LENGTH OF WORK DAY:** The normal scheduled teaching day in all schools will generally not exceed a consecutive time period of approximately seven and one-half (7-1/2) hours, except as designated for Extended Time on which dates employees shall be scheduled to work an additional 75 minutes.

For 2015-2016:

High School employees will report for work at 7:15 a.m.  
Middle School employees will report for work at 7:40 a.m.  
Elementary employees will report for work at 8:18 a.m.

Cooke employees will report for work at 7:45 a.m. during the regular school year and at 8:00 a.m. in the summer extended year program.

The work day beginning or end times listed above shall be extended on Extended Time dates.

The school / work day and the respective start and end times shall be adjusted in each year of the contract , as needed, in order to comply with State requirements for 1098 hours in order to ensure receipt of full state foundation funding.

Part-time employees shall attend parent-teacher conferences in accordance with their proportional full-time equivalency (FTE); however, attendance beyond the part-time employee's normal equivalency at parent-teacher conferences, professional development, and employee workdays may be requested by the part-time employee, an administrator, or the District. When a request is made, the administrator and the employee will meet prior to the event to complete the Request for Approval of District-Required Additional Work (Part-Time Teacher's Only) form. The person requesting the additional work will be responsible for ensuring that the timelines are followed.

- a. If beyond the normal equivalency, the teacher will be paid for the additional hours at his/her per diem rate.
- b. A Request for approval of District-Required Additional Work (Part-Time Employees Only) form must be signed by the teacher and Building Administrator and approved by the Director of Human Resources before the hours/days are worked. Approval or denial of the request by the Director of Human Resources will occur no less than two weeks prior to the event. Requests that do not receive approval by this time will mean the employee's attendance will not be required. By mutual agreement, this timeline may be shortened.
- c. A "Compensation Request for District-Required Additional Work (Part-Time Employee's Only)" form must be submitted to the Office of Human Resources within ten (10) days of completion of the approved work.

Employees will continue to be permitted to leave following the dismissal of students on Fridays and the day before holidays in accordance with existing practice.

2. LUNCH HOUR: Elementary employees will be scheduled for a duty-free lunch period of 45 minutes. Middle School and High School employees will be scheduled for a duty-free lunch period of approximately forty (40) minutes. SEP employees will be entitled to a thirty (30) minute duty-free lunch period during the SEP calendar, to be taken at a time as directed by the building supervisor.
3. PREPARATION TIME: Elementary Day for the 2015-2016 and 2016-2017, in addition to the time from 8:18 a.m. to the start of the student day, the District will attempt to schedule 255 minutes of preparation time which shall include two collegial planning periods and a 30-minute recess unless the financial conditions of the District, the building facilities available and the best interest of the District as deemed administratively feasible, require otherwise – including compliance with 1098 hours for full State funding.

It is understood that preparation time, exclusive of the lunch hour, is time when the employee is not involved with the direct supervision of students, except at times when emergency or crisis situations necessitate such.

Further:

- a. The in-building collegial planning periods for humanities employees shall also be 30 minutes. When there are at least two in-building collegials scheduled in a two-week period, one of the in-building collegials may, at the team's discretion, be used for other planning activities as scheduled in advance with the principal.
- b. As for classroom employees in grades Kindergarten through 5, when at least four collegials are scheduled in a two-week period, one of the four may be used for other planning activities, at the discretion of the team, as scheduled in advance with the principal.

- c. As for special education resource and categorical employees, learning consultants and employees for speech and language, when at least four collegial are scheduled in a four-week period, one of the four may be used for other planning activities, at the discretion of the team, as scheduled in advance with the principal.
  - d. It is understood that collegial planning involves professional learning community work, which may include school improvement/AdvancEd activities.
4. MIDDLE SCHOOL DAY - The normal scheduled teaching load in the middle school will be 30 teaching periods and five unassigned preparation periods. The Association will be consulted prior to any adjustment to the middle school day.
5. HIGH SCHOOL DAY: *(For 2015-16 please refer to the NHS schedule Letter of Understanding on this matter. Sections a-g below shall apply in any year after 2015-16 that the District may determine it to be necessary to return to the 2014-15 NHS schedule format, as referenced in the 2015 NHS schedule Letter of Understanding.)*
- a. Each full time employee will be responsible for teaching six 87 minute periods during a consecutive two day period six periods each semester). In addition, employees will be responsible for monitoring students and/or providing assistance in the Seminar periods (nine times during a four week period.) Both seventh period and the second period will be 88 minutes to allow for announcements.
  - b. Department Chairs will use the Seminar period to conduct department responsibilities and therefore will not be responsible for monitoring or supervising students during that time.
  - c. Part-time employees will be paid 16.67% percent of the total salary for each class taught and will be assigned to the percentage of the work schedule taught (i.e. a teacher who is fifty 50% percent would teach three classes and supervise fifty 50% of the Seminar periods).
  - d. Each employee will have a preparation/collegial period every other day equivalent to a class period. This time can be used for developing block-teaching strategies and/or for collaborative planning with other members of the staff.
  - e. Employees will be required to conduct a Seminar period during which they are responsible for monitoring, advising, and mentoring students. In addition, each employee shall offer reinforcement, appropriate intervention or enhancement activities related to the curriculum, and based on the needs of students.
  - f. When a high school employee is required to substitute during his/her preparation time, he/she will be paid three halves of the instructional rate.



- g. Employees and administrators will have the ability to recommend adjustments to the Block Schedule. Further, the Association will be consulted prior to any adjustment to the block schedule.
- 6. SEP: The normal teaching hours with students will be five hours and 36 minutes for the regular calendar and four hours for the summer SCI/SXI calendar.
- 7. It is understood by the parties that the preceding provision for preparation time and lunch period are subject to such things as field trips and shortened daily schedules.
- 8. If the number of days and/or hours of pupil instruction is increased by legislative action or directive beyond what is currently required, the Board and the Association will meet immediately to bargain the changes in the work day and/or school year in order to comply with the state mandates. At the same time, the salary schedule will be negotiated.

**SECTION D - TEACHING LOADS**

- 1. It is recognized by the District and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number as indicated by the financial conditions of the District, the building facilities available and the best interest of the District as deemed administratively feasible.
- 2. The Board of Education will strive to maintain the following class size averages:
 

Kindergarten	25 to 1
Grades 1-5	28 to 1
Middle School	29 to 1
High School	29 to 1
- 3. The language in #2 above, is not subject to the grievance procedure.

## **SECTION E - TEACHERS SUBSTITUTING**

- a. Every reasonable attempt will be made to secure a substitute teacher from the first day of the regularly assigned employee's absence.
  - b. A teacher may be assigned as a substitute in cases of emergency. An emergency situation exists when an employee is tardy or must leave the classroom due to sudden illness or a personal or other family emergency. A state of emergency will exist until the District can obtain a regular substitute teacher.
  - c. Employees may be asked to substitute during their planning time if the District is unable to secure a substitute. When this occurs, the building administration will first request volunteers. If no volunteers are available, employees and other professional staff will be assigned on a rotating basis. Employees will not be required to substitute more than five times in a semester due to substitute shortages. Any full-time unit employee who substitutes more than eight times in a school year, will be eligible for a \$200 stipend to be paid following the end of the school year, in addition to the instructional rate described in item d below.
  - d. Employees will not be assigned as substitutes without extra compensation. If an employee is assigned as a substitute, he/she will be paid at the instructional rate of \$24.15 in either school year. These rates reflect an increase for the school years covered by this agreement by the same percentage which is applied in establishing the salary schedule for those years. (For the duration of this Agreement, this sentence is not in force.)
  - e. Notification by an employee that services have been performed in accord with the provisions of this section will be filed by the employee with the building principal on a form provided by the District. The form will be filed within ten working days from the date of performance of services provided; however, if the services are performed in consecutive working days, the form will be filed within ten days from day of the last performance.
5. The District agrees to relieve regular grades 6-12 unit employees of bus duty and any formal patrol duty.
  6. The District will strive within its means to insure that secondary employees will not be assigned more than three preparations in academic areas at any one time. (Academic areas are Mathematics, Science, English, Social Studies.)

**SECTION F - CHAIRPERSONS** - The District agrees to name a total of eight high school chairpersons and six middle school chairpersons in each building. The District agrees to name a total of six elementary grade level chairpersons per elementary K-5 building and an additional seven District wide chairpersons representing Art, Music, Physical Education, ALPS, Resource Room, Speech and Language, and World Language. The areas of responsibility (not duties) of the chairpersons will be agreed upon between the District and the Association.

Elementary Chairpersons will be compensated at the following rate:

	2013-14	2014-15
1 FTE Employees	\$1,576	\$1,576
2-4 FTE Employees	\$1,827	\$1,827
5-10 FTE Employees	\$2,057	\$2,057

The seven High School chairpersons will not be assigned a caseload during Seminar period. The department chairperson for Special Education/Counseling will be given a reduced caseload if the department chair is from the counseling department. In addition, high school department chairs will be compensated at the following rate:

	2013-14	2014-15
4-7 FTE Employees	\$1,217	\$1,217
8-13 FTE Employees	\$1,584	\$1,584
Over 14 FTE Employees	\$1,827	\$1,827

Chairpersons in the Middle Schools will be compensated in relationship to the number of employees in the department or the area in which they serve as a chairperson.

Persons named by the administration to serve in capacity of chairperson will receive the following annual payment:

	2013-14	2014-15
1-3 FTE Employees	\$1,217	\$1,217
4-7 FTE Employees	\$1,461	\$1,461
8-15 FTE Employees	\$1,827	\$1,827

The District will provide three SEP ancillary department chairs. In addition, the SEP program will have three department chairs, one for SXI, one for SCI and one for DD. They will be compensated as follows:

	2013-14	2014-15
2-4 FTE Employees	\$1,217	\$1,217
5-8 FTE Employees	\$1,461	\$1,461

The pay for these activities will be increased by the same percentage raise that is applied in establishing the salary schedule. For the duration of this agreement, this statement shall not be in effect.

For purposes of determining compensation under this subsection, one "employee" is understood to mean five teaching hours per day, and employees teaching a grade or subject less than five teaching hours per day within a particular area of responsibility will be counted fractionally (e.g. 1/5, 2/5, etc.) but fractional totals will be rounded to the nearest whole number.

Chairpersons will not be considered supervisory personnel.

Members of the affected departments will be allowed to recommend up to three members of that department who will be considered along with other candidates of the principal's choice for final selection. The appointment will be made by the principal(s) subject to the approval of the Superintendent.

Duties which chairpersons are expected to assume are the following:

- a. To serve as chairpersons for all departmental meetings. Reports of these meetings to be submitted to their principal(s).
- b. To hold at least one department meeting per month and attend department chairperson meetings scheduled by the principal and department chairpersons. At the elementary level, to coordinate collegial planning periods and to attend meetings as scheduled by the principal and grade level chairpersons. Upon request, the meeting minutes shall be provided to the building administration within one week.
- c. Coordinate field trips.
- d. To coordinate information regarding conferences, staff development and grade level student activities and school improvement, as appropriate.
- e. Oversee curriculum changes, textbook selections and the department budget.
- f. Oversee textbook, equipment and material inventory for the department.
- g. It will be assumed that persons appointed to this capacity will make themselves available to administrators, employees, and students on reasonable occasions so that their duties may be properly fulfilled. High School Chairpersons will be available to students during the seminar period when they are not conducting departmental business.
- h. A person appointed to the position of chairperson will not be eligible to maintain the position for more than two consecutive years except in those cases where the principal deems it appropriate and the chairperson maintains endorsement of department affected.

#### **SECTION G - TEACHING FACILITIES:**

1. The Board agrees to continue to provide in school buildings owned by the District:

- a. Closet space for employees to store personal belongings and storage space in classrooms for instructional materials and chalkboard/dry erase space in classrooms.
  - b. An employee work area containing adequate equipment and supplies to aid the preparation of instructional materials, if facilities are available without substantial capital outlay.
  - c. Upon the request of the Association, a beverage vending machine will be placed in staff lounges. If the machines are self-supporting after a one-year period and the Association maintains the machine, it may have the proceeds.
  - d. Adequate parking facilities will be made available to employees; such facilities will be properly maintained and kept separate from student parking.
2. In school buildings not owned by the District, every effort will be made to provide such facilities set forth under Paragraph 1 above, but the failure to provide such facilities may not be subject to the arbitration provisions of this Agreement.
  3. The Board agrees to continue to provide copies of texts used in courses employees are assigned to teach, necessary material, such as record books, paper, pencils, etc., to enable the teacher to effectively carry out assigned teaching tasks.
  4. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession and agree to give consideration to any recommendation submitted by employees concerning the above items.

In the event the Association desires to review the improvement of such tools with the Board, a committee will be formed pursuant to Section G of this Article.

## **SECTION H - FACULTY COMMITTEES**

1. As necessary, committees will be established to review needs in the following areas:
  - a. Curriculum
  - b. Technology
  - c. Contract Implementation
  - d. Teacher Evaluation
  - e. Class Loads
  - f. Instructional Strategies

Such committees will be composed of members selected by the District in consultation with the Association. In the event the Association declines to participate in any study, the District retains the right to establish a committee for such study. Written reports of the

research, findings and recommendations will be presented to the Board for their consideration in making policy decisions.

2. In the case of a textbook committee, the committee's report will contain its choices. If the Superintendent concurs, the Board will make its selection from among the enumerated choices unless it has serious objections, in which case it will inform the committee of its rejection and the reasons for such action.

### **SECTION I - RESPONSIBILITIES DURING THE CONTRACTUAL DAY**

1. Normally, faculty meetings will only be called on an as needed basis when such matters cannot be adequately addressed through electronic communication or through Extended Time sessions. If scheduled, they shall be no longer than 30 minutes in length, except in the case of emergency.
2. Whenever possible, Special Education I.E.P. and related evaluations will be scheduled during the normal work day. However, Special Education I.E.P. and related evaluation meetings may be scheduled outside of the student instructional day in cases that a parent is otherwise not otherwise reasonably able to attend during the school day. Scheduling will be conducted in a manner that allows the parents a reasonable opportunity to attend.
3. Collegial and department meetings will be held during the contractual day.

### **SECTION J - USE OF TOBACCO ON DISTRICT PROPERTY**

Pursuant to Public Act 140 of 1993, the use of tobacco products in all school district buildings is prohibited. Additionally, the use of tobacco products will be prohibited on all school district property.

### **SECTION K - TEACHERS OF SPECIAL CLASSES**

The District will make every reasonable effort to provide traveling teachers and teachers of Art, Music, Physical Education, World Language, and Media with the following:

1. A representative of the Association and the employees of Art, Music, Physical Education, World Language and will be given the opportunity to meet with the principal(s), prior to the final master schedule being adopted for the purpose of offering their input. The final copy of the master schedules of each building will be provided to the Association.
2. Minimum of 20 minutes will be provided to travel to assignments between buildings. The District weekly collegial planning period will be held during the last 45 minutes of the employees workday subject to Section C, Paragraph 1, above.
3. Mileage reimbursement for travel between buildings will be at the rate established by the Internal Revenue Service. The employee will be responsible for submitting all appropriate

forms as provided by the District. Mileage reimbursement checks will be written twice per year at the end of each semester.

4. Traveling employees will be assigned to a base building by the Administration at the beginning of each year. Following the completion of a master schedule, the traveling employee will meet with the principal for the purpose of determining the one building where the employee will attend staff meetings and the Open House.
5. The District will attempt to provide five minutes between the end of one class and the start of the next. The class schedules of secondary schools may reflect a different amount of time between classes.
6. Employees of Art and Music, effective upon ratification, will be compensated under Schedule B, Group X, based on four performances (prorated or less than four or additional prorated compensation for more than four depending on whether multiple performances are held on the same night.)

#### **SECTION L - COMBINATION CLASSROOMS/SECONDARY SPECIAL SITUATIONS**

When, in the opinion of the Northville Board of Education, conditions exist that make it necessary for combination classrooms to be created at the elementary level, the District will attempt to observe the following:

1. Whenever possible, the enrollment in elementary classes will be two students less than the largest class at the grade levels that make up the combination class.
2. Whenever possible, the distribution of the two grades of a combination classroom will be balanced so that no less than ten students from one grade level are included in the combination.

#### **SECTION M - I.E.P.'S**

When multiply handicapped and/or medically fragile students are enrolled in a regular classroom as the result of an I.E.P., the District will make every reasonable effort to observe the following:

- The receiving employee will take part in the I.E.P.
- The District will provide employee assistant and ancillary staff support as determined by the I.E.P. and the Administration.
- The District will provide inservice and training to the employees assigned to provide educational services to the student.
- The District will make an effort to equally distribute students between classes at the same grade level within a building.

**SECTION N - CO-TEACHING**

The District will provide training opportunities for the employees assigned to co-teaching both during and outside of the workday. The opportunities will be designed to enhance understanding of the special education laws and the employee’s responsibilities when working with special education students.

**SECTION O – SEP SCI/SXI SUMMER PROGRAM**

1. The normal work year for SEP employees will not include the SCI/SXI Summer Program.
2. The District agrees to post the teaching and ancillary staff positions for the SCI/SXI Summer Program by March 1 of each school year that are known to be needed for the summer at that time. Teachers and ancillary staff members may submit a letter of interest to the Office of Human Resources in the two subsequent weeks. The number of teaching and ancillary staff positions will be posted by department (e.g., severe cognitive impairment, severe multiple impairment and dual diagnosed).

**SECTION P – PARENT VIEWER RESPONSIBILITY**

Employees in grades 4-12 shall be responsible for the use of Mi-STAR and the internet parent viewer tool. Employees in such grades will be expected to keep relevant information up to date for parents on a regular basis (generally weekly.) Employees in grades K-3 shall be responsible for the use of Mi-STAR and the internet parent viewer tool. Employees in such grades will be expected to keep relevant information up to date for parents on a regular basis deemed to be reasonable for that age group. Expectation of use shall be dependent upon the District providing access to the system.

**SECTION Q - MENTOR PROGRAM**

1. Mentors will be selected by the District and the Association from a list of employees who have volunteered to serve. Every effort will be made to assign mentor teachers to work with a novice teacher from the same building. Criteria for mentor teachers will be qualifications established by the District in consultation with the Association. Provisions of this selection process are not subject to the grievance process.
2. Disputes that may arise between the mentor teacher and novice will be resolved by the District and the Association with the ultimate decision for mentor reassignment determined solely at the Board of Education’s discretion.
3. District-approved training programs for mentor teachers, beyond the work day, will be compensated based on the following stipend amounts:

1<sup>st</sup> year mentor: \$1,000  
2<sup>nd</sup> year mentor: \$ 600  
3<sup>rd</sup> year mentor: \$ 400



(If the same mentor successfully provides mentoring services to the same mentee for three consecutive years, an additional \$500 will be paid at the end of the third year.)

Provided that all required mentoring records and documentation are submitted, mentor stipends will be paid by August 1.

4. The major responsibility of a mentor employee will be to assist and support novice employees in the components of the novice employee program that is established by the District. It is not the responsibility of the mentor employee to be involved in the formal written evaluation of the novice employee teacher. Communications involving the Evaluation Process between the mentor and the Administration concerning the novice employee will be with the consent of the novice employee. The novice employee will be present when these discussions occur if requested. The formal written evaluation process is the responsibility of the Administration.
5. Mentor employees will not receive compensation but they will be exempt from participating in the two required activities beyond the school day.
6. The District will work cooperatively with the Coach/Mentor employee to provide release time as identified and agreed to by the parties.

#### **SECTION R – ELEMENTARY DISMISSAL SUPERVISION**

Elementary professional staff shall be scheduled by the building administrator to provide supervision and assistance at locations in the various outdoor pick-up and departure areas (including bus loading) during the period after dismissal, until such time as the buses have departed the school after school each day. Professional staff will be scheduled on a rotating basis. In the unusual event that one or more buses are notably late, teachers on such supervision duty that day may be relieved at the discretion of the building principal.

### **ARTICLE VIII - LEAVES**

#### **SECTION A - SICK LEAVE**

1. All full time employees who have less than five years of credited teaching experience will earn one sick day a month or a prorated portion thereof for an annual total of ten days. All full time employees who have five or more years of credited teaching experience will earn a prorated portion of an annual total of 13 days. SEP employees who work in the summer program will receive one additional sick day.
  - a. Employees will accrue sick days on a monthly basis.
  - b. An employee's annual eligible number of sick days will be added to the employee's cumulative sick day accrual, commencing with the employee's

first paycheck of the school year.

- c. A final accounting of sick days used for the school year will be done in June for all teachers.
  - d. Each school year an employee may exceed her/his monthly accrual of sick days without penalty as long as the employee's total allocation of days (sick and business) is not exceeded.
  - e. In June, employees who have exceeded the total allotted number of sick days will see a reduction in pay on the first paycheck in June.
2. All sick leave accumulated by an employee prior to the effective date of this Agreement will be credited and carried forward by said employee. Any sick leave not used by the end of each school year will be added to the sick leave available for the following year. Unused sick leave, up to the number of days in each employee's calendar year (K-12 or SEP calendar), may be accumulated up to 195 days for K-12 and 195 to 225 for SEP, depending on the teacher work year. The length of the calendar may change from year to year depending on state law requirements. Adjustments will be made to reflect the change in days required.
3. Employee's may use their yearly sick leave allocation in order to care for a member of their immediate family who has a health condition. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents, children, grandchildren, step-parents, step-child, step-brother/sister, foster child living in the home and legal guardian. When the use of family illness days exceeds three (3) consecutive work days, the Superintendent or designee may require the employee to provide a statement setting forth the specific illness or disability of the family member, and the expected length of the absence. This provision shall be used in conjunction with the FMLA provision.
4. Any employee whose personal illness extends beyond the period compensated under Sections 1 and 2 above, and has a minimum of 93 school days of continuous employment, but less than two years in the School District will be granted a health leave, upon written request and a physician's recommendation, for a period not to exceed 30 school days.

Any employee whose personal illness extends beyond the period compensated under Section 1 and 2 above, and has a minimum of two years continuous employment in the School District, will be granted a health leave, upon written request and a physician's recommendation, for a time period necessary for the employee to recover from the illness or disability, but in no event will the leave exceed a maximum of one year without the discretionary approval of the Board of Education, or its designee. Any health leave under this Section 4 will be without pay, fringe benefits, or seniority accrual except under conditions as defined in the Family Medical Leave Act.

5. In the event of an absence of an employee due to personal illness or disability in excess of three consecutive working days, then, at the District's expense, the Superintendent or designee, may require the employee to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence.
6. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than three (3) consecutive working days due to personal illness or disability, he/she will immediately notify the Office of Human Resources of this fact, and will provide the Office of Human Resources, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the employee's disability will commence and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that an employee will comply with this Section at least 30 days before the expected date of birth.
7. The Superintendent or designee, may periodically require the employee, at the employee's expense, to submit a physician's statement verifying the continued medical necessity for the employee's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
8. In all cases where the employee has been absent for more than 15 working days, the employee will provide Human Resources, before returning to work, a physician's statement certifying that the teacher has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.
9. The Superintendent or his/her designee, may, at any time, require an employee, at the District's expense, and without loss of pay or sick leave earned, to be examined by a District appointed physician to determine if the employee is disabled or ill to the extent he/she is unable to perform the essential functions of his/her normal daily duties and functions. In addition to the employee authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the employee will sign such documents and medical release forms which are necessary in order for the District's physician or Office of Human Resources to secure from the teacher's physician copies of all his/her pertinent medical records. If the examination is to determine whether an involuntary sick leave is warranted, the Association will be informed of this action and given an opportunity, upon request, to review the matter with the Superintendent.
10. If an employee's leave of absence due to illness or disability was fully compensated by paid sick days from the teacher's sick bank, and the leave of absence did not exceed sixty (60) working days, then upon submission to the District of the appropriate physician's statement, the employee will be assigned his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the fully compensated leave of absence either exceeded sixty (60) working days or the leave carried over into two school years, then, upon submission to the District of the appropriate physician's statement, the employee will be returned to work and assigned by the Superintendent, or his/her designee, to a position in the School District.

In the event an illness or disability necessitates that an employee be absent more school days than what is compensated by the employee's sick bank, and the employee was granted an unpaid leave under Section 4 above, then, upon submission to the District of the appropriate physician's statement, the employee will be entitled, at the beginning of the school year following recovery, to be assigned by the Superintendent or his/her designee, to a vacated position for which he/she is certified. If no position is available at the commencement of the school year following recovery, then the teacher will be declared surplus.

11. Notwithstanding any other provision of Section A to the contrary, in the event an employee is requested by the School District, at any time, to fill an available position in the bargaining unit following the employee's recovery from the illness or disability, and the employee does not report to work in that position on the designated date set forth in the notification, then such employee will have no further rights of reinstatement, and the employee's failure of acceptance will be treated as a resignation of employment.
12. When an employee is granted a health leave of absence, he/she will, upon reemployment, be placed on the same position on the salary schedule (i.e., step and lane) held prior to the leave of absence, unless same is prohibited by law (i.e. 2011 PA 54).
13. Notwithstanding any other provision of this contract to the contrary, compensation for sick days will only be paid the employee if he/she would have been otherwise scheduled to work but for the illness or disability.
14. If the employee's absence is, or can be reasonably expected to be more than 30 working days, and the School District disputes the fact that the employee is unable to work, the Association or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration will set forth the nature of the illness or disability which is in dispute.

Upon the filing of the Demand for Arbitration, the American Arbitration Association will submit to the parties a list of five or more arbitrators who will be physicians specializing in the illness or disability which is in dispute. Within 15 calendar days after receiving the list of physician arbitrators, the parties will return the list to the American Arbitration Association, setting forth their choice of the arbitrator in order of preference. If the parties do not agree upon an arbitrator, then the physician arbitrator will be selected by the American Arbitration Association in any other manner it deems best.

In cooperation with the parties, the American Arbitration Association will establish a hearing date and the arbitrator will hold a hearing and render his/her decision within 30 calendar days after the hearing has been closed.

It will be the sole and only function of the arbitrator, after due investigation, to render a decision whether the employee was ill or disabled to the extent that he/she was, remains,

or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the arbitrator's decision is in favor of the School District, the arbitrator's decision will require the employee to return all monies expended by the School District in paying any salary and fringe benefits during the time the employee was not disabled or ill. Any disciplinary action the School District will take will not be decided by the arbitrator under this provision.

The cost for the services of the physician arbitrator, including per diem expenses, and the cost for filing the Demand for Arbitration, will be borne equally by the School District and the Association. All other expenses will be borne by the parties incurring them, and neither party will be responsible for the expenses of the witnesses called by the other.

There will be no appeal from the physician arbitrator's decision, it will be final and binding on the Association, its members, the employee involved and the School District if the decision is within the scope of the physician arbitrator's authority as set forth above.

15. If the School District disputes the illness or disability of the employee, and the absence of the employee will be, is, or was reasonably expected to be less than 30 working days, then the issue will be resolved according to law and will not be subject to resolution by Section A-14 above.
16. As used herein, the term physician will refer to a licensed physician M.D., or a licensed osteopath, O.D., or to a hospital or clinic wherein the teacher was treated by licensed physician or osteopath.

#### **SECTION B - ABSENCE PRIOR TO OR FOLLOWING HOLIDAY OR VACATION**

An absence, other than illness, on the day before or after a vacation or holiday will be subject to the approval of the Superintendent of Schools.

#### **SECTION C - LEAVES OF ABSENCE WITH PAY**

Leaves of absence with pay not chargeable against the employee's sick leave allowance will be granted for the following reasons:

1. **BEREAVEMENT:** A death in the immediate family (father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents, children, grandchildren, step-parents, step-child, step-brother/sister, foster child living in the home and legal guardian) up to three days if the distance is within a 200 mile radius of the employee's home and four days outside this radius. The leave of absence will occur within one week of the funeral.
2. **BUSINESS DAYS:** All full time employees who have been employed in the District for one semester will be entitled to one day a semester to conduct business transactions which cannot be handled outside teaching hours. Employees on the SMI/SXI calendar will be entitled to one day for each half of the 193 day calendar and one day for the 20 day calendar.

Requests for a business day will be made as soon as the need is evident and no less than 48 hours prior to the needed day. Requests for a day preceding a vacation or holiday or for two consecutive days will require one week prior notification and the approval of the Superintendent or designee. Unused business days will be added to the individual sick leave bank at the end of the school year.

During the course of a year extenuating circumstances may require an additional business day. An additional day may be granted by the Superintendent with prior approval and the day will be deducted from the employee's sick leave bank.

When an employee has the need to use a business day due to an emergency that does not allow for the 48 hour notice, the District may require written confirmation of the need for the business day.

3. CONFERENCE/VISITATION: The Board agrees to budget \$15,000 to enable employee's to attend Administration approved visitations to other schools or to attend conferences and conventions. These funds will be used to cover the cost of substitutes and employee expenses.
4. EDUCATION ASSOCIATION ACTIVITIES: The Board further agrees to release employees designated by the Association to attend such activities as Michigan Education Association Representative Assembly, Michigan Education Association and/or National Education Association Department meetings and Michigan Education Association and/or National Education Association conventions under the following conditions:
  - a. The Superintendent will be notified ten days in advance of the affected individual and the date he/she will be absent.
  - b. The District will continue to work with the Association to allow its representative to attend activities addressed above as long as it does not adversely impact the District.
  - c. All travel expenses will be borne by the individual or the Association.
5. PRESIDENT'S RELEASE TIME: The President of the Association shall be entitled to four business days per year with the substitute teacher's salary paid by the Association. Two additional days will be available with the District and the Association sharing equally the president's salary and the substitute teacher's salary. One week's prior notification to the appropriate principal will be given whenever possible.

The President of the Association shall be entitled release time of .5 assignment from his/her teaching responsibilities to fulfill responsibilities to the Association and the District. Five Hundred Dollars of such cost for each year of the contract shall be reimbursed by June 30<sup>th</sup> each year. At the end of the president's term, the unit employee will return to a position for which the individual is certified and highly qualified.

6. JURY DUTY: When an employee is called for jury duty on a day that he/she is scheduled to work, the employee will be paid his/her normal pay. The employee will submit his/her juror's pay to the District, minus the mileage allowance. Such days will not be deducted from the employee's sick day allowance.
7. SUBPOENA: When an employee is served a subpoena to appear in court, on school related matters, he/she will notify the District immediately upon notice of the request to appear and will be granted leave with pay. Such days will not be deducted from the employee's leave day allowance.

#### **SECTION D - PERSONAL LEAVE**

1. A personal leave of absence of up to 30 school days may be granted an employee upon the discretionary approval of the Superintendent of Schools or his/her designee, upon such terms and conditions as may be agreed upon by the employee and the Superintendent of Schools or his/her designee. If the leave is for illness beyond the days allowed in Section A.3, the leave shall be paid if the employee has sick days available in his/her bank. Otherwise, it shall be unpaid. The employee's seniority will continue to accrue while on this leave.
2. An unpaid personal leaves of absence in excess of 30 school days may be granted, upon the discretionary approval of the Board of Education or its designee, upon such terms and conditions as may be agreed upon by the Board of Education, the Association, and the teacher. The leave may be granted for up to one school year. An employee's seniority will not accrue while on this leave.

#### **SECTION E - STUDY LEAVE**

A one-year leave of absence without pay and fringe benefits may be granted by the Board upon written application for pursuing studies related to professional growth under the following conditions:

1. The applicant will have a minimum of three years continuous service in the District prior to the date of such leave.
2. The applicant will give written notice to the Superintendent of Schools by March 1 of the year the leave expires of his/her intention to return or resign. Failure to furnish such notice will constitute a notice of resignation.
3. The employee will be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain and be granted the following rights:
  - a. The regular salary increment occurring during such period.

- b. Unused sick leave held at the start of the leave of absence.
- 5. A renewal of said leave will be at the discretion of the Board.
- 6. Any study leave granted under this Section will be without pay or fringe benefits.

**SECTION F - M.E.A. (STATE)/N.E.A. (NATIONAL) ASSOCIATION PRESIDENCY**

Michigan Education Association or National Education Association President

- 1. An employee who is elected president of the National Education Association or the Michigan Education Association will be granted a leave without pay, fringe benefits, or seniority accrual for a period not to exceed two years, providing the employee has been in the employ of the District for a minimum of three continuous years. A renewal of said leave will be at the discretion of the Board.
- 2. An employee on such a leave of absence must give written notice to the Superintendent of Schools by March 1 of the year the leave expires of his/her intention to return or resign, providing that failure to furnish such notice will constitute a notice of resignation.
- 3. The employee will be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
- 4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain the following employment rights held by him/her before such leave was granted.
  - a. Unused sick leave held at the start of the leave of absence.
  - b. The regular salary increment occurring during such period will be allowed.

**SECTION G - MILITARY LEAVE**

- 1. Military leaves of absence will be granted in accordance to applicable law.

**SECTION H - PEACE CORPS/VISTA**

- 1. A one-year leave of absence without pay, fringe benefits, or seniority accrual may be granted by the Board, upon written application, to any employee who has been employed for three consecutive years in the District, for duty in the Peace Corps or Vista. Further extensions will be at the discretion of the Board. This leave will be granted without pay, fringe benefits, or seniority accrual.
- 2. An employee on such a leave of absence must give written notice to the Superintendent of Schools by March 1 of the year the leave expires of his/her intention to return or resign. Failure to furnish such notice will constitute a notice of resignation.



3. The employee will be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain the following employment rights held by him/her before such leave was granted:
  - a. The same position on the salary schedule held prior to the leave of absence.
  - b. Unused sick leave held at the start of the leave of absence.

#### **SECTION I - PUBLIC OFFICE LEAVE**

1. A one-year leave of absence without pay, fringe benefits or seniority accrual may be requested in writing by an employee who has been employed for three consecutive years in the District, to campaign for himself/herself, or serve in, an elected public office. Such leaves may be granted for a period not to exceed one year by the Board; providing the leave is to commence prior to the beginning of, or at the conclusion of a school year. A renewal of said leave will be at the discretion of the Board.
2. By March 1 of the year the leave expires, an employee on such a leave of absence must give written notice to the Superintendent of Schools of his/her intention to return or resign. Failure to furnish such notice will constitute a notice of resignation.
3. The employee will be entitled to return to his/her same position, if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain the following employment rights held by him/her before such leave was granted:
  - a. The same position on the salary schedule held prior to the leave of absence.
  - b. Unused sick leave held at the start of the leave of absence.

#### **SECTION J - EXPERIENCE CREDIT AT START OF LEAVE**

If an employee's leave begins after April 1 but prior to the close of school of any school year, the employee will be credited with a full year's experience as it relates to placement on the salary schedule.

#### **SECTION K - INSURANCE COVERAGE DURING LEAVE**

Employees may pay one year's premium on life and medical insurance in advance at the time a leave is granted for:

1. Health leave not involving a disability.

2. Professional growth leave.

3. Personal leave.

### **SECTION L - FAMILY AND MEDICAL LEAVE ACT**

The District will grant unpaid leaves under the terms and conditions as described herein. All FMLA requests will receive a response as to the employee's eligibility within five (5) business days after the employee's eligibility is determined in accordance with applicable FMLA regulations. The Employee Rights and Responsibilities Under the Family and Medical Leave Act, as amended, are set forth in the attached Appendix C.

1. Employees are eligible for FMLA unpaid leave if they have been employed by the District for at least 12 months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
2. Eligible employees may take up to 12 weeks of unpaid leave (including paid leave if days are available in the teacher's sick bank as follows: up to 45 days if the leave is for the unit employee's own qualifying medical condition; up to 30 days if the leave is for a qualifying condition for a family member as defined by FMLA) in accordance with Article VIII, Section D (the total length of the leave may not exceed 12 weeks) for one or more of the following reasons:
  - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
  - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
  - c. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
  - d. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.
  - e. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Additionally, for leaves of the type described in (f) below, an employee is eligible for up to 26 workweeks of unpaid leave in a single 12-month period:

- f. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered service member.
3. The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District at its expense, may designate a second health care provider to provide a second opinion.

4. Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.
5. When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to 12 weeks in any 12-month period. Entitlement for child care ends after the child reaches age one year or 12 months after the adoption or placement. The mother shall be entitled to up to 30 days of paid leave for a normal birth (up to 40 days for cesarean birth) to the extent she has sick days available in her sick leave bank. The father in such case may use up to 10 paid days from his sick leave bank, to the extent he has sick days available. In the event that medical complications require a longer leave for the illness of a spouse, up to 30 additional sick days, if available, may be used for that spouse's personal illness upon providing the District with medical documentation requiring such additional leave. With respect to the type of leave specified in (f) above, spouses employed by the District are jointly entitled to a combined total of 26 workweeks of leave during the single 12 month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

In the event that an employee will require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the FMLA. The decision of the District will be final.

If an employee's leave ends within two weeks of the end of a semester, the District may require the employee to delay his/her return until the beginning of the next semester. The decision will be made by the Board of Education and not subject to appeal.

6. Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee will be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

Seniority will continue to accrue during the leave.

7. The District, at its sole option, may require the employee to use accrued paid sick leave concurrent with the Family and Medical Leave Act.

#### **SECTION M - PART-TIME UNIT EMPLOYEE SICK LEAVE, PERSONAL DAYS AND TUITION REIMBURSEMENT**

Employees employed less than full-time, but at least half-time, will receive a prorated share of sick leave, personal days, and tuition reimbursement - to the extent eligible.

### **ARTICLE IX – EMPLOYEE PROTECTION**

#### **SECTION A - ADMINISTRATIVE SUPPORT**

Since the employee's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom.

#### **SECTION B - ASSAULT**

Any case of assault upon an employee which had its inception in a school-centered problem should be promptly reported to the Board or its designated representative. If physical force or threat of same was by a pupil(s) in the secondary school, the student(s) will be suspended immediately by the administration until the situation is resolved through a conference between the administration and the student's parent.

If the assault is by an adult person, who is not a pupil, the Board or its designated representative will promptly report the incident to the proper law enforcement authorities. In either case, the Board will provide legal counsel to advise the employee of his/her rights and will cooperate fully with the law enforcement and judicial authorities regarding the handling of the incident.

#### **SECTION C - COMPLAINTS**

Any serious complaints by a parent or student directed toward an employee will be promptly called to the employee's attention, generally within five to ten working days.

If said complaint or anything derogatory is being placed in an employee's personnel file, a copy will be shown to the employee before filing.

The employee has the right to include a response to same, which will be attached to such item in his/her file.

#### **SECTION D - LOSS OR DAMAGE/PERSONAL PROPERTY**

If in the performance of regular or assigned teaching duties an employee, without negligence on his/her part, will suffer loss of or damage to his/her clothing or other personal property, to the extent of replacement value if \$10 or greater, but not more than \$250 (except in the case of such things as eye glasses, hearing aids and other medically-prescribed items where the limit is \$400 in any school year, the Board will make reimbursement. This section will not apply to loss of money or damage to an employee's automobile. If the loss or damage is due to the employee's negligence or oversight, no reimbursement will apply. Notification by an employee that he/she has incurred expenses in accord with the provisions of this paragraph will be filed by the employee with the building principal on a form provided by the District and available in the principal's office. Said form will be filed within ten working days from the date of loss or damage.

Failure of an employee to comply with this provision will constitute forfeiture of rights of payment and/or reimbursement.

#### **SECTION E - LOST TIME**

Time lost by an employee in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, will not be charged against the employee unless he/she is judged guilty by a court of competent jurisdiction.

#### **SECTION F - PERIOD OF PROBATION**

1. The length of a teacher's probationary period will be determined in accordance with the applicable law.
2. Teachers previously tenured in another Michigan School District will have a two-year expanded probationary period.
3. Ancillary staff, including Social Workers, Psychologists, Physical and Occupational Therapists, will, during the first two full school years of employment with the School District be deemed to be in a period of probation. For ancillary staff hired before July 19, 2011, a third year of probation may be required by the Superintendent of Schools or his/her designee by notifying the person at least sixty (60) calendar days prior to the completion of his/her second full year of employment that a third year of probation is being

required. For ancillary staff hired on or after July 19, 2011, up to five (5) years of probation may be required by the Superintendent of Schools or his/her designee notifying the person at least sixty (60) calendar days prior to the completion of his/her second, third or fourth full year of employment that additional probationary period is being required.

Once a social worker, psychologist, physical or occupational therapist completely satisfies his/her probationary period then he/she will not be discharged for the character of his/her professional services without just cause.

### **SECTION G - LIABILITY INSURANCE**

Northville Public Schools provides liability insurance in excess of \$1,000,000 for employees acting within the scope of their duties subject to the terms and conditions set forth in said policies.

### **SECTION H - SURVEILLANCE EQUIPMENT**

The District shall have the right to install surveillance equipment when the District determines it is necessary to protect the safety and property of the District, its employees, students, visitors and the public.

## **ARTICLE X - NEGOTIATION PROCEDURE**

### **SECTION A - NEGOTIATING**

1. Not later than February 1 of the school year in which this Agreement expires, and upon written request of the Association, the Board or its designated representative agrees to begin negotiating with the Association over a Successor Agreement, in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning employees' salaries, hours and other conditions of their employment. Any agreement so negotiated will apply to all employees, and will be reduced to writing and signed by the Board and the Association.
2. During negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. The Board agrees to make available to the Association, in response to reasonable written requests, information concerning the financial resources of the District and tentative budget requirements and allocations.
3. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 as amended will be followed.

### **SECTION B - RIGHT AND OPPORTUNITY TO MAKE PROPOSALS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated

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

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

### **SECTION C - RIGHT TO ACT**

Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

### **SECTION D - MODIFICATION OF AGREEMENT**

This Agreement may not be modified in whole or in part by the parties except by mutual written agreement.

### **SECTION E - MONTHLY CONTRACT MAINTENANCE MEETINGS**

Representatives of the Association and the Superintendent, and/or the Superintendent's designated representative, will meet each month for the purpose of review and evaluating mutual concerns within the Master Agreement.

Time of meetings between the parties will be mutually determined.

Each party will submit to the other an agenda covering what they wish to discuss.

### **SECTION F - EMERGENCY MANAGER**

The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

## **ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS**

### **SECTION A - SENIORITY**

1. Seniority will be defined as total years of service to the Northville Public Schools computed from the first day a teacher reports to work. Previous teaching experience will determine placement on the seniority list among those teachers whose anniversary date is the same. In circumstances of teachers with the same number of years of experience, a drawing will be held to determine placement on the seniority list.

All seniority is lost when there is both a severance of employment and an interruption of service. Employees on layoff shall neither accrue nor lose years of service for the purpose of determining seniority status.

2. In the event of a layoff, Ancillary staff will be considered as being equal in seniority regardless of what track worked, as long as they have the same number of years experience within the District.
3. For purposes of layoff-recall, there will be separate seniority lists for regular K-12 employees and SEP employees.

### **SECTION B - VACANCIES**

The District uses online tools and/or other resources to post and advertise positions for which interested and qualified internal employee and external applicants may apply. Unless extenuating circumstances exist, generally the posting period is ten days.

1. Whenever two or more ancillary staff whose qualifications are relatively equal are being considered to fill an opening, preference will be given to the applicant with the greater seniority within the District, provided that it is not in conflict with the instructional requirements or best interest of the pupils. The filling of all such vacancies will be subject to the approval of the Superintendent.
2. When an ancillary staff vacancy occurs, due consideration will be given to ancillary staff covered by this agreement.

### **SECTION C - TRANSFERS**

1. An involuntary transfer of an ancillary staff (from one school to another) may be necessary to meet instructional and/or program requirements such as may happen in curriculum changes, student selections or other valid reasons. When the transfer is necessary for other than reduction in force, the ancillary staff being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the ancillary staff, the action must be preceded by a period of evaluations, specific identification of weaknesses or deficiencies with recommendations for correction, and evidence of administrative support to the ancillary staff; providing, however, there are not unusual circumstances requiring urgent action. This section may be grieved to the Board level, but the Board's decision is final and binding.
2. In the event of an ancillary staff requested transfer to a vacancy, a sincere effort will be made by the Administration to place ancillary staff in positions they desire providing they are certified/licensed and qualified for such position. Ancillary staff who desire a transfer will file a written statement with the Office of Human Resources by March 1. Such statement will include the program or level to which the ancillary staff desires to be assigned and/or the school.



3. An ancillary staff who has voluntarily transferred into an experimental program may request a transfer back to his/her original grade or subject by filing a written request with the Office of Human Resources by March 1. If a timely transfer request is received, the individual will be reassigned the succeeding school year to a vacancy in his/her original program, or if no vacancy exists, to a position in his/her original program held by an ancillary staff of same qualification with less seniority. An ancillary staff may only utilize this procedure once during his/her employment.

#### **SECTION D - PROMOTION**

1. For the purposes of this Article, a promotion will mean a change to an administrative or supervisory position.
2. Notices of vacancies in administrative or supervisory positions will be posted in an appropriately designated place in each school building for not less than five (5) school days prior to the closing date for filing applications. In the event such a vacancy occurs during the summer, notification will be sent to the Association. Notices of such vacancies will include the professional and personal qualifications necessary to fill the position and instructions for filing applications. All applications will be in writing and will be directed to the Superintendent.
3. The Association recognizes the Board's right and responsibility to make such promotions, and the decision of the Board will be final.
4. The Board reserves its right to fill vacancies in administrative or supervisory positions on a temporary basis without giving notice as outlined in Article XI, Section D, number 2.

#### **ARTICLE XII – ANCILLARY PERSONNEL LAYOFF AND RECALL**

##### **SECTION A - LAYOFF OF ANCILLARY PERSONNEL**

In the event the Board of Education elects to reduce the number of ancillary employees through layoff of personnel, the following procedures will apply:

When ancillary positions within the K-12 program are to be reduced by the Board, the ancillary employees of respective and designated qualification possessing the least seniority will be declared surplus.

When ancillary positions within the SEP program are to be reduced by the Board, the ancillary employees of respective and designated qualification possessing the least seniority will be declared surplus.

These provisions only apply to the ancillary positions. Any employee subject to this agreement who is qualified and licensed/certified for teaching positions is not deemed to have any recall rights specified by any part of this agreement.

Ancillary employees will be recalled from layoff to their original positions or a position for which the employee is qualified when the position is declared vacant by the Board.

### **SECTION B - LOSS OF BENEFITS DURING LAYOFF**

During layoff neither salary nor fringe benefits will be paid, nor will sick days or increments accrue, but upon recall unused sick days and seniority held at the start of the layoff will be reinstated. The laid-off employee may chose to maintain his/her health care benefits by paying the COBRA rate, subject to applicable COBRA provisions.

### **SECTION C - RECALL RIGHTS**

An ancillary employee will be entitled to recall and retain his/her seniority rights for the length of his/her seniority or three (3) years, whichever is longer.

### **SECTION D - NOTICE OF RECALL**

In the event an ancillary employee whose services have been discontinued through layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Board's office, and such ancillary employee does not notify the Board in writing, by certified mail, return receipt requested, within 48 hours after such offer, of his/her acceptance, then such ancillary employee will have no further rights of reinstatement unless approved by the Board in writing. The ancillary employee may utilize email communication for acceptance confirmation within the 48 hour period but shall provide signed, written acceptance within (5) days of receiving the notice of recall. Failure to notify the district with 48 hours will result in loss of recall rights.

It is understood that it is an ancillary employee's responsibility while on layoff, to keep the Board informed in writing of his/her current address, and his/her failure to do so constitutes a waiver of his/her reinstatement rights.

### **SECTION E - ADJUSTMENT OF SALARY UPON RECALL IF RECEIVED UNEMPLOYMENT BENEFITS DURING LAYOFF**

An employee who receives unemployment benefits chargeable to the Board during the summer period between school years and is subsequently recalled to employment by the Board shall have his/her salary adjusted upon recall so that unemployment benefits received plus the adjusted compensation will be equal to the total compensation s/he would have earned for services rendered during the school year in which s/he was recalled had s/he not received unemployment compensation benefits prior to being recalled.

## **ARTICLE XIII – ANCILLARY STAFF EVALUATION**

### **SECTION A - EXPECTATIONS AND STANDARDS OF PERFORMANCE**

All ancillary staff upon employment will be apprised of the District's general expectations as regards their duties and responsibilities which will be used as a broad basis for ancillary staff evaluation. The District will retain the right to establish and maintain the standards of ancillary staff performance; however, it recognizes the role the Association can play in assisting the District in establishing and maintaining these standards.

### **SECTION B - OBSERVATION AND EVALUATION CONFERENCES**

The purpose of ancillary staff evaluation conferences is to improve instruction. The District recognizes that significant improvement in ancillary services can be enhanced through observations. The following performance evaluation guidelines will be followed for ancillary employees.

1. Ancillary staff will be formally evaluated by their principal/immediate supervisor or other administrator designated by the Superintendent. In the event an "other administrator" is designated, the ancillary employee will be provided a written explanation prior to the pre-evaluation conference.
2. Each probationary ancillary staff will work in consultation with their building principal/supervisor to develop an Individualized Development Plan (IDP) that will guide the yearly evaluation and assess the employee's progress in meeting the goals.
3. A pre-evaluation conference may be held with probationary ancillary staff to review the evaluation process.
4. At least two formal observations and/or consultations of ancillary staff will be conducted by the designated evaluator(s) and will be part of the annual year end performance evaluation completed yearly during the probationary period. Multiple observations will be conducted for non-probationary ancillary staff, with at least one being a formal observation.
5. Non-probationary ancillary staff will be evaluated at least once every three years. Evaluations may be conducted more frequently at the administration's discretion.
6. Each formal observation of an ancillary staff shall be for a period not less than 30 minutes. A formal observation for the purpose of writing an ancillary staff evaluation shall not take place during the first or last week of the school year, nor the day before a vacation or break/recess period, without the consent of the ancillary staff.
7. After each formal observation and/or consultation, the administrator shall consult with the ancillary staff to discuss the results of the observation. Such consultation will take place within ten (10) school days of said observation, unless the employee or administrator are

absent during the ten day period, in which case, the ten days may be extended by the duration of the absence.

8. The completed written evaluation shall be presented to and reviewed with the ancillary staff in a conference called by the evaluator for this purpose. After discussing the evaluation, the ancillary staff shall sign the evaluation indicating she/he has read the evaluation and received a copy of the evaluation.
9. If the non-probationary ancillary staff receives an evaluation that is less than effective, the District will develop in consultation with the ancillary staff an IDP. The evaluation conducted by the District during the subsequent evaluation period must assess the ancillary staff's progress in meeting the goals identified in the IDP.

### **SECTION C – ANCILLARY STAFF EVALUATION PROCEDURE AND FORM**

The parties agree that for the 2013-14 school year, the prior contractual evaluation tool will be discontinued. Instead, the District will utilize new evaluation tools, more specifically tailored for the unique aspects of the various types of ancillary positions (i.e. psychologist, social worker, etc.) The NEA may provide input and suggestions into the design and adoption of such tools that will be used. The District will make the final decision on tools not later than October 1, 2013.

For 2014-15 and subsequent years, pending any direct or indirect impact of the recommendation from the MCEE and any mandates through the legislature, the District may continue with the 2013-14 evaluation tools for ancillary employees, with or without modifications based on feedback and input from the NEA.

### **SECTION D - SUGGESTIONS FOR IMPROVEMENTS**

When in the opinion of the administration, an ancillary employee's performance is judged to be minimally effective or ineffective, the year-end evaluation conference will serve to identify areas of deficiency and suggestions for improvement. Suggestions for improvement will be included as part of the IDP (Section B).

### **SECTION E - NOTIFICATION OF NON-RENEWAL, DISCHARGE OR DEMOTION OF A PROBATIONARY ANCILLARY STAFF**

Prior to the Superintendent's formal public recommendation to the Board of Education of non-renewal or discharge of a probationary ancillary employee, the Superintendent will notify the President of the Association and the probationary ancillary employee involved. Upon request, he/she will meet with them concerning this recommendation.

## **ARTICLE XIV - STRIKES AND SANCTIONS**

### **SECTION A - COMMITMENT TO THE CONSTRUCTION OF THE EDUCATIONAL PROGRAM**

The Association recognizes that the cessation or interruption of professional services by public school employees is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the profession, that all differences between them will be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the employees 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 an employee from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment) by any employee or group of employees, and pledge themselves to the purpose of insuring continuation of the educational program.

### **SECTION B - REPRISALS**

The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the District regarding the administration of this contract or any grievance filed.

### **SECTION C - VIOLATION OF ARTICLE XIV**

Violation of this Article by any employee or group of employees will constitute just cause (where required under applicable law) for discharge and/or the imposition of discipline or penalties.

The Board of Education, in the event of violation of this Article will have the right, in addition to the foregoing any other remedies available at law, to seek injunctive relief and damages against the Association. 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 damages.

## **ARTICLE XV - GENERAL**

### **SECTION A - ACADEMIC FREEDOM**

The Board and the Association agree that an atmosphere of academic freedom should prevail as a means of fostering good teaching and learning.

### **SECTION B - PREVIOUS AGREEMENTS**

This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices which are inconsistent with the terms of this Agreement.

## **SECTION C - COMPLIANCE WITH THE LAWS OF THE STATE OF MICHIGAN**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement will 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 will be void and inoperative; however, all other provisions of this Agreement will continue in effect.

## **SECTION D - EXTENDED SCHOOL YEAR**

The Northville Board of Education will honor and carry out all provisions of the Master Agreement for teachers working under an Extended School Year Program in an equal and equitable manner as compared to teachers teaching under the Traditional School Year Program.

## **SECTION E - STUDENT CODE OF CONDUCT AND STUDENT ABUSE POLICY**

If in the Board of Education's, or its designee's, sole discretion the Student Code of Conduct and/or the Student Abuse Policy is changed or amended, then the Association and the employees will be notified of the changes or amendments.

## **ARTICLE XVI - CHARTER SCHOOLS**

### **SECTION A - NOTICE TO THE ASSOCIATION**

1. The Board of Education will provide immediate notice to the Association of any contact, correspondence or inquiry regarding a charter school application or notice made to the District.
2. The Association and the Board of Education agree to provide each other with information of an application to an Intermediate School District, Community College, or public university that may operate within the boundary of the School District.
3. Any bargaining unit member working in a charter school authorized by the School District will be covered under the appropriate terms and conditions of the collective bargaining agreement. The parties will meet to negotiate terms and conditions if the terms vary from the current master agreement.

## **ARTICLE XVII - DURATION**

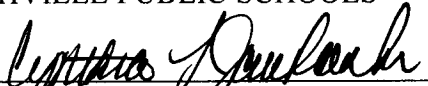
The provisions of this Agreement will be effective as of August 26, 2015 and will continue and remain in full force and effect to and including August 25, 2017, and thereafter for successive periods of one (1) year unless either party will, on, or before February 1 of the year of expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, or change, or any combination thereof, which will have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all


subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

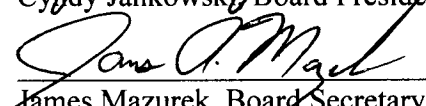
IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

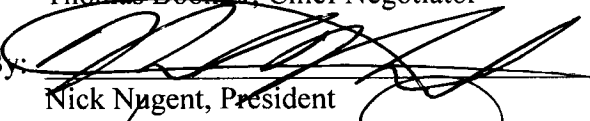
BOARD OF EDUCATION  
NORTHVILLE PUBLIC SCHOOLS

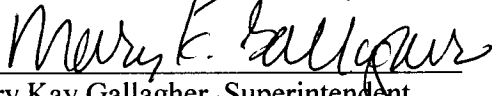
NORTHVILLE EDUCATION ASSOCIATION

By:   
Cyndy Jankowski, Board President

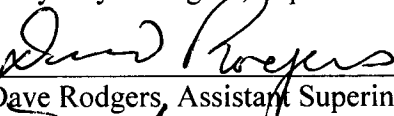
By:   
Thomas Boomer, Chief Negotiator

By:   
James Mazurek, Board Secretary

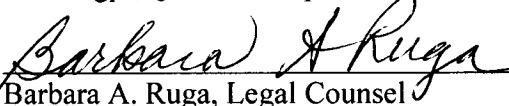
By:   
Nick Nugent, President

By:   
Mary Kay Gallagher, Superintendent

By:   
Kim Edwards, Executive Director

By:   
Dave Rodgers, Assistant Superintendent

By:   
Mike Zopf, Assistant Superintendent

By:   
Barbara A. Ruga, Legal Counsel

**APPENDIX A**  
**K-12 SALARY SCHEDULE**  
**FOR TEACHERS HIRED BEFORE NOVEMBER 1, 2008**  
**2013-2014 and 2014-2015**

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Note: Includes (2) Furlough Days

Step	BA	BA+20	MA	MA+10	MA+20	MA+30	Ph.D/Ed.D
12.0	69,401	69,800	82,464	82,702	82,939	83,224	83,604
11.5	68,721	69,120	81,656	81,893	82,131	82,416	82,796
11.0	68,040	68,439	80,847	81,085	81,322	81,607	81,987
10.5	66,593	66,992	78,963	79,200	79,438	79,723	80,103
10.0	65,153	65,552	77,084	77,321	77,559	77,844	78,224
9.5	63,715	64,114	75,198	75,436	75,673	75,958	76,338
9.0	62,275	62,674	73,317	73,554	73,792	74,077	74,457
8.5	60,836	61,235	71,437	71,674	71,912	72,197	72,577
8.0	59,395	59,794	69,556	69,794	70,031	70,316	70,696
7.5	57,953	58,352	67,671	67,909	68,146	68,431	68,811
7.0	56,515	56,914	65,792	66,029	66,267	66,552	66,931
6.5	55,072	55,471	63,910	64,147	64,385	64,670	65,050
6.0	53,636	54,035	62,028	62,266	62,503	62,788	63,168
5.5	52,192	52,591	60,144	60,381	60,618	60,903	61,283
5.0	50,753	51,152	58,267	58,504	58,741	59,026	59,406
4.5	49,314	49,713	56,382	56,619	56,857	57,142	57,522
4.0	47,866	48,265	54,505	54,742	54,980	55,265	55,645
3.5	46,431	46,830	52,620	52,858	53,095	53,380	53,760
3.0	44,990	45,389	50,737	50,974	51,212	51,497	51,877
2.5	42,703	43,102	47,907	48,144	48,382	48,667	49,047



2.0	41,291	41,690	46,062	46,300	46,537	46,822	47,202
1.5	39,879	40,278	44,217	44,454	44,692	44,977	45,357
1.0	38,468	38,867	42,370	42,608	42,845	43,130	43,510
0.5	38,277	38,676	42,160	42,398	42,635	42,920	43,300
0.0	38,087	38,486	41,950	42,188	42,425	42,710	43,090

*The 2014-15 salary schedule shall remain in effect for the duration of the agreement. During the 2015-16 school year, those eligible to advance a step as defined in Article VI shall advance a step, while those already on the top step shall receive an off-schedule 2% as defined in Article VI. Subject to the terms of Article VI, any contingent increases, not to exceed an additional 2%, for 2016-17 will be off-schedule, without step advancement and shall only apply to 2016-17, not beyond. As of the day before the contract expires, the 2014-2015 salary schedule shall be in effect including for those who have achieved top step.*

**APPENDIX A**

**K-12 SALARY SCHEDULE  
FOR TEACHERS HIRED AFTER NOVEMBER 1, 2008  
2013-2014 and 2014-2015**

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Note: Includes (2) Furlough Days

Step	BA	BA+20	MA	MA+10	MA+20	MA+30	Ph.D/Ed.D
12.0	69,401	69,800	82,464	82,702	82,939	83,224	83,604
11.5	67,704	68,103	80,210	80,448	80,685	80,970	81,350
11.0	66,007	66,406	77,956	78,193	78,431	78,716	79,096
10.5	64,398	64,797	75,822	76,059	76,296	76,581	76,961
10.0	62,789	63,188	73,685	73,923	74,160	74,445	74,825
9.5	61,258	61,657	71,668	71,905	72,143	72,428	72,808
9.0	59,727	60,125	69,649	69,887	70,124	70,409	70,789
8.5	58,270	58,669	67,742	67,979	68,217	68,502	68,882
8.0	56,814	57,213	65,834	66,072	66,309	66,594	66,974
7.5	55,429	55,828	64,031	64,268	64,505	64,790	65,170
7.0	54,044	54,443	62,229	62,466	62,704	62,988	63,368
6.5	52,726	53,125	60,524	60,762	60,999	61,284	61,664
6.0	51,409	51,808	58,819	59,057	59,294	59,579	59,959
5.5	50,155	50,554	57,208	57,446	57,683	57,968	58,348
5.0	48,902	49,301	55,597	55,835	56,072	56,357	56,737
4.5	47,710	48,109	54,075	54,312	54,550	54,835	55,215
4.0	46,517	46,916	52,552	52,789	53,027	53,312	53,692
3.5	45,383	45,782	51,114	51,351	51,589	51,874	52,254
3.0	44,250	44,649	49,674	49,911	50,149	50,434	50,814
2.5	43,171	43,570	48,314	48,551	48,788	49,073	49,453

2.0	42,092	42,491	46,953	47,191	47,428	47,713	48,093
1.5	41,065	41,464	45,667	45,905	46,142	46,427	46,807
1.0	40,040	40,439	44,381	44,618	44,856	45,141	45,521
0.5	39,063	39,462	43,166	43,403	43,641	43,926	44,305
0.0	38,087	38,486	41,950	42,188	42,425	42,710	43,090

*The 2014-15 salary schedule shall remain in effect for the duration of the agreement. During the 2015-16 school year, those eligible to advance a step as defined in Article VI shall advance a step, while those already on the top step shall receive an off-schedule 2% as defined in Article VI. Subject to the terms of Article VI, any contingent increases, not to exceed an additional 2%, for 2016-17 will be off-schedule, without step advancement and shall only apply to 2016-17, not beyond. As of the day before the contract expires, the 2014-2015 salary schedule shall be in effect including for those who have achieved top step.*

**APPENDIX B**

**SEP SALARY SCHEDULE  
FOR TEACHERS HIRED BEFORE NOVEMBER 1, 2008  
2013-2014 and 2014-2105**

Note: Includes (2) Furlough Days

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>Ph.D/Ed.D</u>
12.0	71,262	71,661	84,680	84,918	85,155	85,440	85,820
11.5	70,564	70,963	83,806	84,044	84,281	84,566	84,946
11.0	69,865	70,264	83,019	83,256	83,494	83,779	84,159
10.5	68,379	68,778	81,084	81,321	81,559	81,844	82,224
10.0	66,903	67,302	79,153	79,390	79,628	79,913	80,293
9.5	65,424	65,823	77,222	77,459	77,697	77,982	78,362
9.0	63,943	64,342	75,291	75,528	75,766	76,050	76,430
8.5	62,465	62,864	73,357	73,594	73,832	74,116	74,496
8.0	60,985	61,384	71,425	71,663	71,900	72,185	72,565
7.5	59,504	59,903	69,494	69,732	69,969	70,254	70,634
7.0	58,021	58,420	67,561	67,799	68,036	68,321	68,701
6.5	56,544	56,943	65,630	65,868	66,105	66,390	66,770
6.0	55,062	55,461	63,700	63,937	64,175	64,460	64,840
5.5	53,583	53,982	61,766	62,003	62,241	62,526	62,906
5.0	52,102	52,501	59,833	60,070	60,308	60,593	60,973
4.5	50,624	51,023	57,899	58,136	58,374	58,659	59,039
4.0	49,141	49,540	55,971	56,208	56,446	56,731	57,111
3.5	47,664	48,063	54,037	54,274	54,512	54,797	55,177
3.0	46,185	46,584	52,104	52,341	52,579	52,864	53,243
2.5	43,835	44,234	49,198	49,435	49,673	49,958	50,338

2.0	42,386	42,785	47,304	47,541	47,779	48,064	48,444
1.5	40,934	41,333	45,407	45,644	45,882	46,167	46,547
1.0	39,480	39,878	43,515	43,752	43,990	44,275	44,655
0.5	39,284	39,683	43,299	43,537	43,774	44,059	44,439
0.0	39,089	39,488	43,083	43,321	43,558	43,843	44,223

*The 2014-15 salary schedule shall remain in effect for the duration of the agreement. During the 2015-16 school year, those eligible to advance a step as defined in Article VI shall advance a step, while those already on the top step shall receive an off-schedule 2% as defined in Article VI. Subject to the terms of Article VI, any contingent increases, not to exceed an additional 2%, for 2016-17 will be off-schedule, without step advancement and shall only apply to 2016-17, not beyond. As of the day before the contract expires, the 2014-2015 salary schedule shall be in effect including for those who have achieved top step.*

**APPENDIX B**

**SEP SALARY SCHEDULE  
FOR TEACHERS HIRED AFTER NOVEMBER 1, 2008  
2013-2014 and 2014-2015**

Note: Includes (2) Furlough Days

Step	BA	BA+20	MA	MA+10	MA+20	MA+30	Ph.D/Ed.D
12.00	71,262	71,661	84,680	84,918	85,155	85,440	85,820
11.50	69,521	69,920	82,371	82,609	82,846	83,131	83,511
11.00	67,780	68,179	80,063	80,300	80,538	80,823	81,203
10.50	66,125	66,524	77,870	78,107	78,344	78,629	79,009
10.00	64,472	64,871	75,677	75,915	76,152	76,437	76,817
9.50	62,898	63,297	73,604	73,842	74,079	74,364	74,744
9.00	61,325	61,724	71,531	71,768	72,006	72,291	72,671
8.50	59,828	60,227	69,572	69,810	70,047	70,332	70,712
8.00	58,332	58,731	67,614	67,851	68,088	68,373	68,753
7.50	56,909	57,308	65,760	65,998	66,235	66,520	66,900
7.00	55,485	55,884	63,910	64,147	64,385	64,670	65,050
6.50	54,132	54,531	62,159	62,397	62,634	62,919	63,299
6.00	52,777	53,176	60,409	60,646	60,884	61,168	61,548
5.50	51,489	51,888	58,755	58,992	59,230	59,515	59,895
5.00	50,202	50,601	57,100	57,338	57,575	57,860	58,240
4.50	48,976	49,375	55,536	55,773	56,011	56,296	56,675
4.00	47,751	48,150	53,972	54,210	54,447	54,732	55,112
3.50	46,586	46,985	52,494	52,732	52,969	53,254	53,634
3.00	45,420	45,819	51,017	51,254	51,492	51,777	52,157
2.50	44,313	44,712	49,619	49,856	50,094	50,379	50,759
2.00	43,203	43,602	48,221	48,459	48,696	48,981	49,361

1.50	42,150	42,549	46,900	47,138	47,375	47,660	48,040
1.00	41,095	41,494	45,580	45,817	46,055	46,340	46,720
0.50	40,092	40,491	44,332	44,569	44,807	45,092	45,471
0.00	39,089	39,488	43,083	43,321	43,558	43,843	44,223

*The 2014-15 salary schedule shall remain in effect for the duration of the agreement. During the 2015-16 school year, those eligible to advance a step as defined in Article VI shall advance a step, while those already on the top step shall receive an off-schedule 2% as defined in Article VI. Subject to the terms of Article VI, any contingent increases, not to exceed an additional 2%, for 2016-17 will be off-schedule, without step advancement and shall only apply to 2016-17, not beyond. As of the day before the contract expires, the 2014-2015 salary schedule shall be in effect including for those who have achieved top step.*

**APPENDIX C-2**

**NORTHVILLE PUBLIC SCHOOLS  
SCHOOL YEAR CALENDAR  
2015-16**

Teacher Professional Days & Teacher Work Day	Sept. 1, 2 & 3	Tuesday, Wednesday & Thursday
Labor Day Recess	Sept. 4 & 7	Friday & Monday
First Day of Classes – Full Day for students	September 8	Tuesday
Teacher Professional Day	November 3	Tuesday
Thanksgiving Recess Half-Day Wednesday	November 25 p.m., 26 & 27	Wednesday afternoon, Thursday & Friday
Winter Recess Begins End of Day	December 18	Friday
Classes Resume	January 4	Monday
MLK /Teacher Work Day (furlough)	January 18	Monday
End of Semester Half-day for students	January 29	Friday
Mid-Winter Recess	February 15	Monday
Classes Resume	February 16	Tuesday
Spring Recess Begins End of Day	March 24	Thursday
Classes Resume	April 4	Monday
Teacher Professional Day	April 12*	Tuesday (No school for students except High School Juniors)
NHS Only: M-Step Testing/Teacher Professional ½ Day	April 13*	Wednesday (Juniors attend school at their regular time for M-Step testing late start for Freshmen, Sophomores, and Seniors at the High School)
NHS Only: Late Starts for M-Step	TBD	Approximately 3-4 late starts for grades 9, 10 and 12 may be scheduled as necessary to allow High School Juniors to complete additional portions of the M-Step testing during the testing window
Memorial Day Recess	May 30	Monday
Last Day of Classes – Half-Day for students	June 16	Thursday
Teacher Work Day (furlough)	June 17	Friday

**2016 Extended School Year Program\*\***

First Day	June 21	Tuesday
Summer Recess Begins End of Day	June 29	Wednesday



Program Resumes	July 19	Tuesday
Last Day	August 18	Thursday

- *Students do not attend school on Teacher Professional Days or Teacher Work Days, with the exception of High School Juniors for M-Step Exam test periods as noted.*
- Check building calendar for specific dates and times for evening conferences, open houses, etc.
- \*\* Students will attend AM sessions Tuesdays, Wednesdays, and Thursdays, only during the Extended School Year Program.

Student Days	180 (Student Days)
	180 (Dual Diagnosed SEP)
	200 (SCI & SXI SEP)
Summer Days (SEP)	20

Note: These dates are subject to change if MDE schedules the M-Step/SAT (or equivalent state assessment) on different dates. The fourth professional day will align with the M-Step/SAT test date (or equivalent state assessment) as scheduled by the Michigan Department of Education. The District reserves the right to make alterations to the calendar and work day to the extent necessary to reasonably accommodate and administer state mandated testing. Any modifications, if necessary, will be determined in consultation with the Northville Education Association. The District retains the right to ensure that the calendar and work day comply with the required days, hours and minutes necessary to receive the full allocation of State Aid.

180 student days; 187 teacher attendance days with an obligation for two (2) teacher days built into two evenings or late afternoons for Parent Teacher Conferences in the Fall Semester and one (1) evening or late afternoon for Parent Teacher Conferences in the Spring Semester, for the total equivalent of 189 days.

Two teacher work days (January 18 and June 17) are unpaid furlough days for which teachers will not be required to report, but shall be required to complete the work intended for those days.

The District, and/or individual schools with approval of the District administration, have flexibility in determining which of the three days during the back to work week (prior to Labor Day) will be used for the Teacher Work Day. One of the three scheduled days that week will include a District welcome back event, followed by approximately 4 hours of Professional Development.

The District may also elect to offer specific, voluntary PD during the summer. In that event, staff who successfully complete an equivalent number of hours of PD through such voluntary opportunities prior to the first work day of the new school year need not attend the afternoon PD directly following the District welcome back event. Except for such afternoon PD following the District welcome back event, attendance at voluntary summer PD shall not be a basis to excuse a unit employee from any other PD or Extended Time. New Teacher Orientation is not voluntary.

The parties agree to add one additional minute of instructional time, beyond the 2014-15 school year's instructional time, to each full school day in order to provide sufficient minutes to make up for the half-day Records Day in January.

**APPENDIX C-2**

**NORTHVILLE PUBLIC SCHOOLS  
SCHOOL YEAR CALENDAR  
2016-17**

Teacher Professional Days & Work Day	Aug. 30, 31 & Sept. 1	Tuesday, Wednesday & Thursday
Labor Day Recess	Sept. 2 & 5	Friday & Monday
First Day of Classes – Full-Day for students	September 6	Tuesday
Teacher Professional Day	November 8	Tuesday
Thanksgiving Recess Half-Day Wednesday	November 23 p.m. , 24 & 25	Wednesday afternoon, Thursday & Friday
Winter Recess Begins End of Day	December 23	Friday
Classes Resume	January 9	Monday
MLK / Teacher Work Day (furlough)	January 16	Monday
End of Semester Half-Day for students	January 27	Friday
Mid Winter Recess	February 20	Monday
Classes Resume	February 21	Tuesday
Spring Recess Begins End of Day	March 31	Friday
Classes Resume	April 10	Monday
Teacher Professional Day	April 11*	Tuesday (No school for students except High School Juniors)
NHS Only: M-Step Testing/Teacher Professional ½ Day	April 12*	Wednesday (Juniors attend school at their regular time for M-Step testing, late start for Freshmen, Sophomores, and Seniors at the High School)
NHS Only: Late Starts for M-Step	TBD	Approximately 3-4 late starts for grades 9, 10 and 12 may be scheduled as necessary to allow High School Juniors to complete additional portions of the M-Step testing during the testing window.
No School -Good Friday	April 14	Friday
Memorial Day Recess	May 29	Monday

Last Day of Classes –  
Half-Day for students      June 15      Thursday

Teacher Work Day  
(furlough)      June 16      Friday

<b>2017 Extended School Year Program**</b>
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First Day	June 20	Tuesday
Summer Recess Begins End of Day	June 28	Wednesday

Program Resumes	July 18	Tuesday
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Last Day	August 17	Thursday
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- *Students do not attend school on Teacher Professional Days or Teacher Work Days, with the exception of High School Juniors for M-Step test periods as noted.*
- Check building calendar for specific dates and times for evening conferences, open houses, etc.
- \*\* Students will attend AM sessions Tuesdays, Wednesdays, and Thursdays, only during the Extended School Year Program.

Student Days	180 (Student Days) 180 (Dual Diagnosed SEP) 200 (SCI & SXI SEP)
Summer Days (SEP)	20

Note: These dates are subject to change if MDE schedules the M-Step / SAT (or equivalent state assessment) on different dates. The fourth professional day will align with the M-Step/SAT test date (or equivalent state assessment) as scheduled by the Michigan Department of Education. The District reserves the right to make alterations to the calendar and work day to the extent necessary to reasonably accommodate and administer state mandated testing. Any modifications, if necessary, will be determined in consultation with the Northville Education Association. The District retains the right to ensure that the calendar and work days comply with the required days, hours and minutes necessary to receive the full allocation of State Aid.

180 student days; 187 teacher attendance days with an obligation for two (2) teacher days built into two evenings or late afternoons for Parent Teacher Conferences in the Fall Semester and one (1) evening or late afternoon for Parent Teacher Conferences in the Spring Semester, for the total equivalent of 189 days.

Two teacher work days (January 16 and June 16) are unpaid furlough days for which teachers will not be required to report, but shall be required to complete the work intended for those days.

The District, and/or individual schools with approval of the District administration, have the flexibility in determining which of the three days during the back to work week (prior to Labor Day) will be used for the Teacher Work Day. One of the three scheduled days that week will include a District welcome back event, followed by approximately 4 hours of Professional Development.

The District may also elect to offer specific, voluntary PD during the summer. In that event, staff who successfully complete an equivalent number of hours of PD through such voluntary opportunities prior to the first work day of the new school year need not attend the afternoon PD directly following the District welcome back event. Except for such afternoon PD following the District welcome back event, attendance at voluntary summer PD shall not be a basis to excuse a unit employee from any other PD or Extended Time except as noted herein. New Teacher Orientation is not voluntary.

The parties agree to continue the additional minute of instructional time added in 2015-16, beyond the 2014-15 school year instructional time, to each full school day in order to provide sufficient minutes to make up for the half-day Records Day in January.

**APPENDIX D –**

**NORTHVILLE PUBLIC SCHOOL DISTRICT  
Northville, Michigan  
EXTRA-CURRICULAR ACTIVITIES**

Rates of pay and grouping of activities in Appendix D have been evaluated in terms of hours involved in the activity, number of students in the activity and responsibilities attached to the activity. These assignments have been placed on a schedule which provides for a progression through three levels of experience.

LEVEL I is for individuals who have accumulated up to two (2) credits of experience. LEVEL II provides for two (2) to five (5) credits of experience and LEVEL III is for experience credits of five (5) or more.

All assignments on Appendix D are voluntary, and not subject to tenure. Experience factors have been developed to account for inside and outside the school district experience:

1. One (1) full credit for each year of experience in the same position.
2. Three-fourth (3/4) credit for each year of experience in a related position.
3. One-half (1/2) credit for each year of experience in a related Middle School position.

Experience credits will be assigned in accord with the recommendation from the appropriate administrator, with the final decision resting with the Superintendent.

New positions are to be placed in the contract on the final approval of the Superintendent. In filling extra-curricular vacancies, teachers within the bargaining unit will have first consideration. If no teacher applies, or is deemed qualified for said position, the position will be posted outside the bargaining unit. Extra-curricular positions, which are held by a person outside the bargaining unit, will be posted each spring, except for positions held prior to 1998.

**Extra Curricular Index Ratios  
Based on B.A. Minimum**

Level				Level			
Group	1	2	3	Group	1	2	3
I	14%	15%	16%	VII	5.4%	5.7%	6.0%
II	12.7%	13.3%	14.0%	VIII	4.1%	4.3%	4.5%
III	10.0%	10.5%	11.0%	IX	3.2%	3.3%	3.5%
IV	8.1%	8.5%	8.9%	X	1.8%	1.9%	2.0%
V	7%	7.5%	8.0%	XI	0.9%	1.0%	1.1%
VI	6.5%	7%	7.5%				

**EXTRA-CURRICULAR 2013-14 AND 2014-15**

<b>Group</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
I	\$5,557	\$5,954	\$6,351
II	\$5,041	\$5,279	\$5,557
III	\$3,970	\$4,168	\$4,367
IV	\$3,215	\$3,374	\$3,533
V	\$2,779	\$2,977	\$3,176
VI	\$2,580	\$2,779	\$2,977
VII	\$2,144	\$2,263	\$2,382
VIII	\$1,627	\$1,707	\$1,786
IX	\$1,270	\$1,310	\$1,389
X	\$715	\$754	\$794
XI	\$357	\$397	\$437

**EXTRA-CURRICULAR ACTIVITIES**

<b>Group</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b><u>Group I</u></b> Varsity Football	14.0%	15.0%	16.0%
<b><u>Group II</u></b> (2) Varsity Basketball Varsity Gymnastics (2) Varsity Swimming Varsity Volleyball Varsity Hockey Varsity Wrestling Varsity Pom Pom Varsity Cheerleading (if fall & winter) High School Yearbook (without class) Spring Musical	12.7%	13.3%	14.0%
<b><u>Group III</u></b> Varsity Baseball Varsity Softball (2) Varsity Soccer (2) Varsity Track (2) Varsity Cross Country (2) Varsity Tennis (2) Varsity Golf High School Cheerleaders	10.0%	10.5%	11.0%
<b><u>Group IV</u></b> (2) Junior Varsity Basketball Junior Varsity Volleyball Junior Varsity Football High School Instrumental-Jazz/ Symphonic Marching Band (2) Assistant Varsity Football Assistant Varsity Hockey	8.1%	8.5%	8.9%
<b><u>Group V</u></b> (3) Assistant Junior Varsity Football (4) Assistant Varsity Swimming (if over 35) Assistant Varsity Wrestling Assistant Varsity Volleyball (2) Assistant Varsity Basketball Assistant High School Marching Band Assistant Varsity Gymnastics (if over 16) (1) Girls Diving Coach (1) Boys Diving Coach (1) Assistant High School Jazz/Symphony	7.0%	7.5%	8.0%

<b>Group</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b><u>Group VI</u></b> Junior Varsity Baseball (1) Freshman Baseball (2) 9 <sup>th</sup> Grade Basketball (2) 9 <sup>th</sup> Grade Football 9 <sup>th</sup> Grade Volleyball (2) Assistant Varsity Soccer (2) Junior Varsity Soccer (1) Freshman Soccer Junior Varsity Softball (1) Freshman Softball (1) Junior Varsity Tennis (Boys) (1) Junior Varsity Tennis (Girls) (4) Assistant Varsity Track (if over 50) (2) Junior Varsity Cross Country (if over 40) (2) Junior Varsity Golf Junior Varsity Cheerleading Fall Play Director (2+) High Groups/Northville Singers/ Concert Choir* High School Forensics Senior Class Sponsor 9 <sup>th</sup> Grade Cheerleaders Special Olympics (1) Junior Varsity Pom-Pom	6.5%	7.0%	7.5%
<b><u>Group VII</u></b> (2) National Honor Society (4) 7 <sup>th</sup> Grade Basketball (4) 8 <sup>th</sup> Grade Basketball (6) 7 <sup>th</sup> and 8 <sup>th</sup> Grade Football (if over 40) (2) 7 <sup>th</sup> Grade Volleyball (2) 8 <sup>th</sup> Grade Volleyball (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Coed Swimming (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Coed Track (2) Middle School Yearbook (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Cross Country (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Cheerleaders (if both seasons) Robotics Coach High School Newspaper (w/o class) High School Yearbook (with class)	5.4%	5.7%	6.0%
<b><u>Group VIII</u></b> (2) Middle School Music (2) Middle School Drama (2) Middle School Forensics (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Cheerleaders (if one season)	4.1%	4.3%	4.5%

Group	Level 1	Level 2	Level 3
<b><u>Group IX</u></b> (4) 7 <sup>th</sup> /8 <sup>th</sup> Grade Assistant Swimming (if over 40) (4) 7 <sup>th</sup> /8 <sup>th</sup> Grade Assistant Track (if over 50) (2) 7 <sup>th</sup> Grade Band (2) 8 <sup>th</sup> Grade and Orchestra (Spring Musical) Choral (Spring Musical) (2) Middle School Newspaper High School Newspaper (with class) (2) Middle School Jazz Band	3.2%	3.3%	3.5%
<b><u>Group X</u></b> Science Olympiad Set Construction (Fall Play) Costumes (Spring Play) Drama Club (2) Math Counts (2) 6 <sup>th</sup> Grade Band SADD High Adventure Club **Music (4 Performances) **Art (4 Performances)	1.8%	1.9%	2.0%
<b><u>Group XI</u></b> Set Design (Spring) Set Design (Fall) 9 <sup>th</sup> Grade Sponsor 10 <sup>th</sup> Grade Sponsor 11 <sup>th</sup> Grade Sponsor (2) Intramural Middle School Volleyball (3 weeks) (4) Intramural Middle School Basketball (3 weeks x 2)	0.9%	1.0%	1.1%

**\*Note:** High School Vocal Groups/Northville Singers/Concert Choir is 2 FTEs plus an additional fraction based upon the third teacher's FTE for a given school year.

**\*\*Note:** Based on four (4) performances (prorated for less than four or additional prorated compensation for more than four performances). If performances are combined on the same nights, a maximum of four performances shall apply. Teacher absences the day prior or after a performance shall require a physician's note of excuse.

**Note:** The Athletic Coordinator and the Student Activities Coordinator will each receive a flat amount of \$4,200 per year.



**APPENDIX E**

**NORTHVILLE PUBLIC SCHOOL DISTRICT  
Northville, Michigan**

**REGISTRATION OF GRIEVANCE**

Grievance # \_\_\_\_\_

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Teaching Assignment

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Building Assignment

Statement of, and Detailed Reason for Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Article and Section Violated: \_\_\_\_\_  
Article

\_\_\_\_\_ Section

Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) Oral Discussion (s) Held with Administrator: \_\_\_\_\_  
Date

\_\_\_\_\_ Date

Results of Oral Discussion(s) with Administrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_ Date

Written Grievance Received by Administrator: \_\_\_\_\_

Date Received

Administrators Disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_ Date

Copies: Superintendent (white), Human Resources (green), Principal (canary),  
Grievant (pink), Association (gold)

## APPENDIX F

### **NORTHVILLE PUBLIC SCHOOL DISTRICT Northville, Michigan**

#### **EXTENDED TIME DAYS**

The following calendar / work day modifications provide additional time, scheduled on a regular and consistent basis. The intent is to provide more time outside of the instructional day for professional staff (administrators, teachers, and ancillary staff) to engage in meaningful collaboration and periodic professional development that supports learning.

In order to provide enough time for ongoing collaborative work and training, the time is broken down into two categories: (Professional Development) PD days and weekly (Extended Time) ET days.

An ET day involves an additional 75 minutes scheduled on District premises added to the work day, once each week.

In order to minimize extracurricular / athletic conflicts it is suggested that ET days be:

Elementary – Wednesdays 7:20 am – 8:35 am  
High School – Wednesdays 2:30 pm – 3:45 pm  
Middle Schools – Thursdays 3:10 pm – 4:25 pm  
Cooke – Tuesdays 3:00 pm – 4:15 pm

It is expected that all bargaining unit employees will fully participate in all ET unless they are issued an advanced written excuse for a specific ET date by the building administrator specifically as a result of a prescheduled Schedule B contest, performance, or competition.

Collectively, the PD and ET time becomes a framework for our efforts to continually grow and improve our services to kids. The annual framework is planned with input from teachers, principals, the Office of Special Services, Educational Technology, and the Office of Instruction (and HR when applicable.) The draft framework for the district and each school, will be planned and drafted in the summer and early fall, with the understanding that flexibility may be needed to respond to changing needs during the course of the school year. Should a change be needed, advance notice will be provided.

**Professional Development Days:** (no change from the current)

PD days provide the best opportunities to coordinate cross-level meetings and training, as needed. To coordinate full district, or secondary Professional Development, one of the two days in August and the November Professional Development Day may be scheduled at a consistent start and end time across levels reflective of a full day of professional learning. If scheduled, advanced notice would be given and Professional Development would take place during the following times:

Full District PD Time – 8:00 am – 3:30 pm  
Secondary PD Time – 7:30 am – 3:00 pm

The District, and/or individual schools with approval of the District administration, have flexibility in determining which of the three days during the back to work week (prior to Labor Day) will be used for the Teacher Work Day. One of the three scheduled days that week will include a District welcome back event, followed by approximately 4 hours of Professional Development.

The District may also elect to offer specific, voluntary PD during the summer. In that event, staff who successfully complete an equivalent number of hours of PD through such voluntary opportunities prior to the first work day of the new school year need not attend the afternoon PD directly following the District welcome back event. Except for such afternoon PD following the District welcome back event, attendance at voluntary summer PD shall not be a basis to excuse a unit employee from any other PD or Extended Time.

April PD will continue to be staggered over multiple days at the High School level to provide support for the State Assessment delivery.

**Extended Time Days:** – to be replicated in 2016-17

*Note: Adjustments to the student day may be required in 2015-16 based on the legislated requirements for minutes and hours that are now separate from PD. The ET time for the week of Parent-Teacher Conferences in the Fall and Spring will be cancelled based on the specific schedules for each building and or level.*

#### September

Week of the 7<sup>th</sup> – no ET days (First Week of School)  
Week of the 14<sup>th</sup> – no ET  
Week of the 21<sup>st</sup> – ET  
Week of the 28<sup>th</sup> – ET

#### October

Week of the 5<sup>th</sup> – no ET  
Week of the 12<sup>th</sup> – ET  
Week of the 19<sup>th</sup> – ET  
Week of the 26<sup>th</sup> – no ET days (Week of Halloween)

#### November

Week of the 2<sup>nd</sup> – no ET days (PD Week)  
Week of the 9<sup>th</sup> – no ET  
Week of the 16<sup>th</sup> – ET  
Week of the 23<sup>rd</sup> – no ET days (Week of Thanksgiving)  
Week of the 30<sup>th</sup> – ET

December

- Week of the 7<sup>th</sup> – ET
- Week of the 14<sup>th</sup> – ET
- Week of the 21<sup>st</sup> – no ET days (Holiday Break)
- Week of the 28<sup>th</sup> – no ET days (Holiday Break)

January

- Week of the 4<sup>th</sup> – no ET
- Week of the 11<sup>th</sup> – ET
- Week of the 18<sup>th</sup> – no ET
- Week of the 25<sup>th</sup> – ET

February

- Week of the 1<sup>st</sup> – ET
- Week of the 8<sup>th</sup> – no ET
- Week of the 15<sup>th</sup> – no ET
- Week of the 22<sup>nd</sup> – no ET
- Week of the 29<sup>th</sup> – ET

March

- Week of the 7<sup>th</sup> – ET
- Week of the 14<sup>th</sup> – no ET
- Week of the 21<sup>st</sup> – ET
- Week of the 28<sup>th</sup> – no ET (Spring Break)

April

- Week of the 4<sup>th</sup> – ET
- Week of the 11<sup>th</sup> – no ET
- Week of the 18<sup>th</sup> – ET
- Week of the 25<sup>th</sup> – no ET

May

- Week of the 2<sup>nd</sup> – ET
- Week of the 9<sup>th</sup> – no ET
- Week of the 16<sup>th</sup> – ET
- Week of the 23<sup>rd</sup> – no ET
- Week of the 30<sup>th</sup> – no ET

June

- Week of the 6<sup>th</sup> – no ET
- Week of the 13<sup>th</sup> – no ET days (last week of school)

18 ET days over each school year x 1.25 hours = 22.5 hours

*Note: principals may infuse items into ET days as needed but will utilize email and other communications as much as possible for purely administrative matters, necessitating close*

*monitoring of emails by professional staff. Principals retain the right to call an emergency staff meeting as necessary.*

NEA agrees that members continue to complete annual compliance modules (Safe Schools or similar) as a condition of employment.

The Office of Instruction will work toward the development of an online repository of resources that support ET topics.

KALPA software will track the DPPD and non-DPPD hours and offerings of staff on PD days, ET days and other dates. Agendas, sign in sheets, and minutes for building/department/grade level school improvement work will be maintained by the building and uploaded into KALPA. Agendas, sign in sheets, and minutes for district level improvement work will be maintained by the district and uploaded into KALPA.

Potential Topics for ET and PD days:

- Technology – training, lesson development, practice and Teacher Tech Leader support
- School Improvement
- IB \ Common Core
- Best Instructional Practices – Inquiry Based Learning, Assessment, etc.
- Curriculum development and alignment
- Collegial, Dept. and grade level work
- Celebration and staff camaraderie
- Response to Intervention/Multi-Tiered Systems of Support
- Advancing the Qualities of the Graduate Profile – PBIS, Leader in Me
- Data Analysis
- Evaluation and Professional Growth meetings
- Book/Article Study

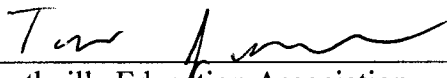
*The parties agree that instructional and PD hours (and content) must satisfy applicable law in order to assure receipt of full state school aid funding. The Office of Instruction will solicit voluntary input before or during the start of each school year to consider suggestions on topics of priority and interest for future ET and/or PD days.*

**LETTER OF UNDERSTANDING**  
**Between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**And**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

The parties agree that the District may adjust the start and end times of the middle school day starting in the 2015-16 school year, modifying the distribution of non-instructional minutes that existed in 2014-15, so long as the adjustment on either the morning start time or afternoon end time is not altered/shifted by more than 5 minutes.

  
\_\_\_\_\_  
Northville Public Schools

Date: June 18, 2015

  
\_\_\_\_\_  
Northville Education Association

Date: June 18, 2015

**LETTER OF UNDERSTANDING**

**between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**and**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

THE PARTIES AGREE AS FOLLOWS:

State or federally mandated student testing will occur on dates as assigned by the agency mandating such testing. Schedule changes resulting from such testing will be the responsibility of the building principal, after consultation with the faculty, including the Association Building Representatives.

During the days on which the Michigan Merit Exam (MME) testing will occur, each high school teacher will receive at least 6 hours of professional development/MMC work. This professional development/MMC work will be scheduled in advance by the principal, after consultation with the faculty, including the Association Building Representatives. No teacher will be assigned to more than ten (10) hours of professional development/MMC work scheduled by the School District during this period. Subject to the foregoing, the School District will thereafter seek volunteers to proctor this MME testing, and if necessary to assign teachers to this proctoring, will do so on the basis of the lowest seniority teachers first.

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Northville Public Schools

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Northville Education Association

Date: September 14, 2011

Date: September 14, 2011

**LETTER OF UNDERSTANDING**  
**between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**and**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

THE PARTIES AGREE AS FOLLOWS:

At the high school level, to use a portion of seminar time on a rotating basis, to allow teachers to meet within department or team groupings for the purpose of collaborative work. It is understood that collegial planning involves professional learning community work, which may include school improvement/AdvancEd activities.

- This would take place during seminar “open time.”
- Up to 50% of the teachers may have one seminar closed over the course of a two week period. The administration will consider supervision, staffing needs, and pupil accounting guidelines in determining the numbers of teachers able to close their seminar during a given day.
- Teachers would still be required to supervise seminar during frozen time.
- A schedule will be determined and adjusted in consultation with the administration, department chairs, and the association.

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Northville Public Schools

Date: September 14, 2011

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Northville Education Association

Date: September 14, 2011

**Note (June 2015): Refer to the Letter of Understanding regarding the revised NHS schedule for 2015-16.**



**LETTER OF UNDERSTANDING**  
**Between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**And**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

The parties agree that significant collaborative work has taken place in recent years, prior to and since the ratification of the 2013-15 bargaining agreement to explore opportunities to modify or adjust the existing block schedule at Northville High School in such a manner that may address some of the unit's concern over frequency of preparation time and related matters, while maintaining the overall structure and benefits of the block schedule. In light of such collaborative efforts, the parties agree to the following:

The pertinent language in Article VII from the 2013-15 contract shall remain, but shall only apply to the extent it is applicable to this revised schedule concept. In the event the District returns to the 2014-15 schedule in future years, the language (Article VII, 5a-g) will be in full force and effect.

2015-16 school year:

The NHS schedule will operate in the traditional A-B block format, with Monday and Wednesdays generally being "A" days, and Tuesdays and Thursdays generally being "B" days. However, Fridays will generally be a "C" day in which all classes meet for a shorter period than on the "A" or "B" days.

Seminar will be moved to the 1<sup>st</sup> period during which teachers will implement a blended instruction model in which grade level specific instructional modules will be required for seminar credit. The teachers' responsibilities for supporting students during seminar will continue, as in prior years, and will include the monitoring and oversight of the students' progression and completion of the blended modules.

The content of the blended seminar modules will be developed through the Office of Instruction, in consultation with representatives from the NHS staff, during the summer prior to the start of the 2015-2016 school year.

This schedule format requires a flexible lunch / seminar period on Fridays. The parties agree that flexibility will be required in terms of the contractual minutes for the teachers' lunch period in order to accommodate seminars.

All teachers will be assigned a seminar, or a shared seminar, at the administration's discretion. Seminar closures, by grouping or department will be scheduled in such a fashion that each group or department will have one consistent day for a closure within each two week cycle. No seminars will be closed on Fridays. The building administrator may meet with Departments and/or Department leaders during such closures, as necessary. (Ref. Article VII Sec. C 5b)

The parties agree that the District shall implement any additional instructional minutes required for the schedule format to be compliant with the requirements of 1098 hours for full state aid. Such minutes will be in addition to the additional minute added as a result of adding a half-day Records Day.

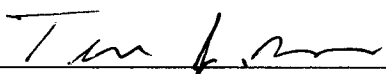
The parties also agree that in order to implement this schedule format, some unit employees who work between levels (high school – middle school – elementary school) in their current assignments for 2015-2016 may experience a varied or longer work day due to starting at the high school and ending at the middle school. It is also understood that this model will make it difficult for any further staff sharing across levels to occur in the same manner or extent as has happened in the past. These variations shall not be subject to the grievance arbitration procedure.

The parties agree to meet periodically during the 2015-2016 school year implementation to support the transition to the model described above for students and parents. Consideration will be given to what aspects of the new format are working well for students and the various stakeholders and what aspects are causing any concern or frustration. The parties agree to work collaboratively together to seek solutions to such problems or issues that may arise during the 2015-2016 year, including but not limited to, considering any modification within the year that may be feasible.

2016-2017 school year:

The parties agree to seek any mutually agreeable schedule modifications necessary, if any, that would support continuation of the 2015-2016 schedule for the 2016-17 year. Such collaborative efforts will take into consideration input from all stakeholders, including parents and student feedback. If after March 1, 2016, there is not agreement between the District and the Association on the possibility of continuation of the 2015-16 schedule format, with or without modifications, the District shall determine the extent to which the schedule will continue, or revert back to the prior schedule that was in place during the 2014-15 school year, in which case, Article VII, 5a-g shall be in full force and effect.

  
\_\_\_\_\_  
Northville Public Schools

  
\_\_\_\_\_  
Northville Education Association

Date: June 18, 2015

Date: June 18, 2015

**LETTER OF UNDERSTANDING**  
**Between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**And**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

The parties agree that the job sharing provisions previously in effect during the 2011-2013 agreement shall, to the extent not subject to section 15(3) of PERA, apply to employees currently in District approved job share assignment, and to future job share assignments that may be approved by the District.

\_\_\_\_\_  
Northville Public Schools

\_\_\_\_\_  
Northville Education Association

Date: August 13, 2013

Date: August 13, 2013

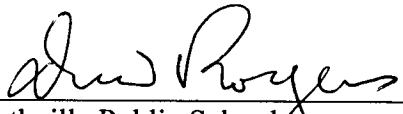
**LETTER OF UNDERSTANDING**  
**Between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**And**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

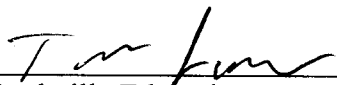
The parties agree that in order to allow ample time to reasonably administer the revised testing requirements for 11<sup>th</sup> grade students (announced by the Michigan Department of Education after the 2014-15 calendar had been negotiated and ratified as part of the current Master Agreement) the following adjustments will be made to the Northville High School calendar for the remainder of the 2014-15 school year:

- The number of full school days for students will be reduced from 171 to 170.
- There will be 3 late start days (instead of 2) on which 11<sup>th</sup> graders will report at the usual time for testing, but 9<sup>th</sup>, 10<sup>th</sup> and 12<sup>th</sup> graders will report at 9:55 a.m. with instruction starting no later than 10:35. The tentative dates for these late starts are: March 4<sup>th</sup>, April 17<sup>th</sup> and April 21<sup>st</sup> but may be changed with prior notice if necessary for test administration.
- The six remaining half days (for exams) will be extended by 20 minutes – with students dismissed at 10:30 a.m.
- In the event that an additional (fourth) late start day becomes necessary in order to reasonably administer 11<sup>th</sup> grade state testing, the District may schedule such a day, in consultation with the Association, (converting a full day to a fourth late start day) to the extent that the minimum number of days, hours and minutes needed to assure receipt of full State Aid for 2014-2015 are maintained.

In the event that additional unexpected changes in such state testing requirements become known for the 2014-15 school year, the District will consult with the Association on any further adjustments that would be necessary to administer the testing in the best interest of students. The parties agree that any such adjustments or changes must be done in manner that maintains the District's authority to comply with meeting the minimum required number of days, hours and minutes needed to assure receipt of full State Aid for 2014-2015.

The 2014-15 school year calendar modifications shall only apply to Northville High School.

  
\_\_\_\_\_  
Northville Public Schools

  
\_\_\_\_\_  
Northville Education Association

Date: January 14, 2015  
June 18, 2015

Date: January 14, 2015  
June 18, 2015

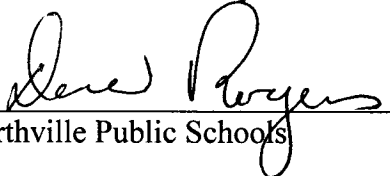
**Note (June 2015): Parties agree to continue to collaborate on this issue, as needed, in the same manner and context to ensure reasonable testing administration and compliance with the required hours and minutes for full State Aid.**

**LETTER OF UNDERSTANDING**  
**Between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**And**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

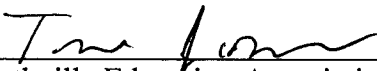
Consistent with the August 13, 2013 Letter of Understanding regarding the development of a schedule for the 2014-15 school year which satisfies the current State Aid requirements for instructional hours, the parties agree to the following:

- The District will add three instructional minutes (beyond the 2013-14 minutes) to the school day at all schools for the 2014-15 school year.
- Any half days may be lengthened to the extent necessary to comply with State Aid required minutes/hours.
- At the elementary level, there will no longer be an extra recess each week. Instead, wherever possible, the length of Humanities classes will increase by 6 minutes from the 2013-14 school year.

In the event that the implementation of these modifications for 2014-15 result in unanticipated complications, the District shall modify the plan in consultation with the NEA to meet the minimum required number of minutes per day at the end of the student and employee day, as needed, to assure compliance and the receipt of full State Aid.

  
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Northville Public Schools

Date: June 3, 2014  
June 18, 2015

  
\_\_\_\_\_  
Northville Education Association

Date: June 3, 2014  
June 18, 2015

**Note (June 2015): Modified starting in 2015-16 returning one of the three non-instructional minutes, with two of those non-instructional minutes remaining in effect. All three instructional minutes remain in effect. The Humanities increase of 6 minutes may be adjusted to 5 minutes going forward.**