

# **AGREEMENT**

**BETWEEN**

**THE NOVI COMMUNITY SCHOOL DISTRICT**

**AND THE**

**NOVI EDUCATION ASSOCIATION**

**MEA/NEA**

**November 24, 2015 - June 30, 2017**



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## **PREFACE**

This Agreement entered into the 24<sup>th</sup> day of November, 2015 by and between the Novi Community School District, hereinafter referred to as the District, the Board, or the Employer, and the Novi Education Association, a voluntary, incorporated association, hereinafter referred to as the Association, affiliated with the Michigan Education Association, hereinafter referred to as the MEA and the National Education Association, hereinafter referred to as the NEA.

The signatories shall be the only parties to this Agreement.

The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at are set forth in this Agreement. Therefore, the parties for the life of this Agreement agree that neither shall be obligated to bargain any subject or matter not specifically addressed in this Agreement. However, the parties may mutually agree to discuss any matter during the life of this Agreement.

This Agreement shall constitute the full and complete commitments between the parties. It may be altered or modified through written mutual consent of the parties.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.

## **WITNESSETH**

**Whereas**, the Board and the Association recognize and declare that providing a quality education for the children of Novi is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff; and

**Whereas**, the members of the teaching profession are particularly qualified, in varying degrees, to assist in formulating policies and programs designed to improve educational standards, and

**Whereas**, the parties have a statutory obligation, pursuant to the Public Employment Relations Act (PERA), Act 379 of the Michigan Public Acts of 1965 as amended, to bargain with respect to hours, wages, terms and conditions of employment; and

**Whereas**, the parties have reached certain understandings which they desire to confirm in this Agreement,

**Therefore**, in consideration of the following mutual covenants, it is agreed as follows:

## **ARTICLE 1**

### **RECOGNITION**

- A. The Board recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel as well as school psychologists, counselors, speech pathologists, and social workers who are employed by and/or are under contract to the Board as well as those who are on a Board approved leave of absence.

Such representation shall exclude the Superintendent, the Assistant Superintendent(s), the Director(s), the Principal(s), the Assistant Principal(s), the Administrative Assistant(s), and any other person(s) engaged fifty percent (50%) or more in the direct administration and supervision of professional personnel. Excluded, also, are substitute teachers and adult education teachers in the Adult Education Program.

The term Teacher, when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit defined above.

The terms "Licensed Non-Classroom Personnel" or "Licensed Non-Classroom Personnel unit members" when used in this Agreement, shall refer to employees within the bargaining unit who are not "teachers" under the coverage of the Teachers' Tenure Act.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE 2

### RIGHTS OF THE BOARD

- A. The Board on its own behalf and on behalf of the electors of the District retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States including, but without limiting, the right to:
1. The executive management and administrative control of the school system, its properties and facilities, and the activities of its employees on the job;
  2. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion, promotion, or transfer all employees;
  3. Establish levels and courses of instruction, including special programs, as well as to provide for athletic, recreational and social events for students, all as deemed necessary or advisable;
  4. Approve the means and methods of instruction;
  5. Determine the duties, responsibilities and assignments of Teachers provided they do not conflict with any part of this Agreement.
- B. The exercise of the noted powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices and the use of judgment and discretion in connection with them, shall be limited only by the specific and expressed terms of this Agreement and/or in conformance with the Constitutions and laws of the United States and the State of Michigan.
- C. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other Federal, State, County, District or local law(s) or regulation(s) as they pertain to education.
- D. The Board has the right to change, add to or expand its policies, if such changes do not conflict with the terms of this Agreement.

## **ARTICLE 3**

### **ASSOCIATION RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every Teacher shall have the right to organize, to join and to support the Association for the purpose of collective bargaining, or to refrain from such activities.

The Board agrees that it will not directly or indirectly discourage, coerce, or deprive Teachers of any rights conferred by the Acts, Constitutions, or the laws of the State of Michigan and/or of the United States; that it will not discriminate against Teachers with respect to hours, wages or any terms or conditions of employment by reason of his/her membership (or non-membership) in the Association; or collective bargaining with the Board; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- B. The Association shall have the right to use District buildings for meetings when a request is made to the building administrator. The building administrator will specify the room to be used.

A room shall be made available on workdays from 3:30 p.m. - 10:00 p.m., upon request, provided it does not interfere with other scheduled activities.

- C. The Association shall have the right to use Teacher mailboxes and District e-mail (subject to District acceptable use policies) for communications to Teachers and to post notices of its activities on Teacher bulletin boards provided the communications are official business of the Association, clearly stated and identified, and that they are placed on bulletin boards which are located in the Teachers' lounges and/or workrooms to avoid student involvement in Association affairs.

- D. As soon as possible, but within thirty (30) work days, following receipt of a written request, the Board shall make available to the Association, to the extent the material is readily available and/or is reasonably obtainable, information, statistics and/or records relevant to the collective bargaining process and/or the enforcement of the terms of this Agreement.

- E. The Association shall be provided a place on the agenda of staff meetings for brief reports and announcements.

- F. The Association shall have the right to appear on the Board of Education agenda to speak on any agenda item before action is taken; to receive three (3) copies of the agenda before each regularly scheduled meeting of the Board of Education and to receive three (3) copies of the minutes of said meeting.

- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt the normal school operations.

- H. Duly authorized representatives of the Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The user shall have knowledge of the operation of the machines/equipment.

The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- I. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement.

- J. When the request is received by the Superintendent, or his/her designee, by 9:00 a.m. of the Friday before it's regularly scheduled meeting, the Board of Education shall honor the request of the Association to place any matter on its agenda, under New Business.

- K. The Board shall provide up to a total of thirty (30) days per year for the collective use of the Association members for Association business.

Applications for use of these days shall be processed through the regular attendance procedure and shall be signed by the Association President signifying his/her approval. No deduction from the Teacher's sick leave allowance accumulation shall be made for these days.

The only expense to the Board shall be the regular compensation of the Teacher; however, the expense of the employment of substitute teachers shall be paid by the Association.

- L. The Association and the Board seek to educate young people in the democratic tradition, to foster recognition of individual freedoms and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality.

1. It is recognized that these democratic values can best be transmitted in an atmosphere in which both the Association and the Board fully and meaningfully cooperate in the decision-making process fostering these values for both Teachers and students.

2. It is recognized by both parties that a change in the educational process may mean progress and that it may be initiated from the bottom up or the top down. In either event, both parties agree that the individual Teacher, or a group of Teachers, affected by the proposed change should be involved in order for the proposed change to be successful.

3. Both parties agree that if the Board imposes a particular style or technique of instruction upon a group of Teachers, or an individual Teacher, this may negatively affect the educational process. However, the Board retains its right and responsibility to make the educational decisions it deems necessary.



4. It is not the intent of this language to interfere with the Board's right to evaluate performance of Licensed Non-Classroom Personnel as outlined in Article 13.

## **ARTICLE 4**

### **PAYROLL DEDUCTIONS**

- A. The Board shall make authorized deductions, when requested in writing, from the salary of any Teacher and make appropriate remittance for annuities, credit union or any other plans or programs jointly approved by the Association and the Board.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### A. **Definitions -**

1. A Grievance is a complaint by a Teacher or by the Association in its behalf, concerning any alleged violation, misinterpretation or misapplication of this Agreement or any disciplinary action administered to Licensed Non-Classroom Personnel.
2. The term days shall mean school days during the academic year, and calendar days when the administrative office is open during the summer months between academic years.

#### B. **Purpose -**

1. The primary purpose of this Procedure is to secure, at the lowest level possible, resolutions of a complaint.
2. These proceedings will be kept confidential.

#### C. **Procedure -**

##### 1. **Level One:**

Within thirty (30) days of the occurrence of an alleged grievance, as defined above, or thirty (30) days of the date when the Grievant or Association had reasonable opportunity to be aware of the alleged grievance, the Grievant may discuss the grievance with the Principal, appropriate District Leader, or Immediate Supervisor. The Grievant may request Association representation. If the grievance is resolved informally the process ends at Level One.

##### 2. **Level Two:**

- a. Within seven (7) days, if the grievance is not resolved informally at Level One, it shall be reduced to writing, on the form provided and presented to the Principal, appropriate District Leader, or Immediate Supervisor.

The form shall be presented to the Principal, appropriate District Leader, or Immediate Supervisor by the Grievant.

The Grievant may request Association representation.

- b. Within seven (7) days after receiving the written grievance, the Principal, appropriate District Leader, or Immediate Supervisor shall respond in writing.

3. **Level Three:**

- a. Within seven (7) days after the delivery of the Principal's, appropriate District Leader's, or Immediate Supervisor's decision, the grievance may be appealed in writing to the Superintendent or his/her designee. Either party may request a meeting to discuss the grievance prior to a decision being made.
- b. Within seven (7) days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.
- c. If a grievance arises from the action of an authority other than the Principal, appropriate District Leader, or Immediate Supervisor, it shall be filed at Level Three.

4. **Level Four:**

- a. Within seven (7) days after receipt of the decision of the Superintendent, or his/her designee, the grievance may be appealed, in writing, to the Board of Education.
- b. Within ten (10) days after delivery of the appeal, the Board of Education shall hear the grievance.
- c. Within fifteen (15) days after the hearing, the Board of Education shall communicate its decision in writing.

5. **Level Five:**

- a. Within twenty (20) days of receipt of the Board of Education's decision, the Association may submit the grievance to binding arbitration by providing the Board with written notice of its intent to seek arbitration.

Within five (5) days following receipt of notification to seek arbitration, the parties shall meet and attempt to mutually select an arbitrator. However, if the parties are unable to mutually select an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association (AAA).

Neither the Board nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request to see such evidence has been made by the other party and denied by the Board or the Association.

**b. Powers of the Arbitrator -**

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and sections of this Agreement.

- (1) He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) He/She shall have no power to establish salary scales.
- (3) He/She shall have no power to rule on any of the following:
  - (a) The termination of the services of or failure to re-employ any probationary Licensed Non-Classroom Personnel unit member.
  - (b) The termination of the services or failure to re-employ any Teacher to a position on the Co-curricular Schedule.
  - (c) Any matter involving evaluation of Licensed Non-Classroom Personnel other than the procedure.

- c. The fees and expenses of the arbitrator shall be shared equally by the parties.

**D. Time Limits -**

Failure to proceed at any level of the grievance process, within the specified time limits, shall bar the grievance.

Failure at any level of the Procedure to respond to a grievance within the specified time limits shall permit the filing of an appeal at the next level.

Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar any further appeal.

Time limits may be extended by written mutual agreement.

**E. Rights to Representation -**

Only the parties to this Agreement and/or officially designated agents, as well as individual Grievant(s) may participate in meetings and/or hearings provided under this Article.

F. **Miscellaneous -**

1. A grievance may be withdrawn at any level without prejudice or precedent.
2. All matters pertaining to a grievance shall be filed in a separate file.
3. Forms for filing and processing grievances shall be as designated in Appendix C.
4. The parties to this Agreement, and/or their agents, shall be provided with all necessary information to process a grievance.
5. Any non-probationary Licensed Non-Classroom Personnel unit member who has been unjustly discharged shall be reinstated with all lost monetary benefits and all other benefits provided by this Agreement.
6. The Association shall be notified of all grievances filed.

G. A grievance may be processed through the Procedure until resolution.

## ARTICLE 6

### ADVISORY COMMITTEES

- A. The Board affirms its desire to involve citizens and representatives of employee groups in an advisory capacity in the policy-making process of the District. Each time the Board organizes an advisory citizens committee, it will invite the Association to appoint representatives to the advisory committee.
- B. The Board recognizes the importance of continued involvement of employee group representatives in an advisory capacity in the management team process.
- C. The Board of Education recommends to the Superintendent, or his/her designee, that when staff advisory committees are organized (such as Report Card Review, Restructuring, etc.), the Association will be invited to appoint representatives.
- D. The parties agree that representatives of the Association shall be involved in the development and implementation of new and/or significantly changed programs.

The Association President will be invited to designate a bargaining unit member to serve as the Association's representative on each of the Committees.

## **ARTICLE 7**

### **TEACHER RIGHTS**

#### **A. General Rights**

1. Teachers are expected to comply with rules, regulations, and directions adopted by the Board, or its representatives, which are not in violation of the provisions of this Agreement.
2. Teachers shall not be required to work in a facility deemed, by the appropriate authority, to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being. Teachers and children will be relocated if classroom conditions become such as to endanger or be injurious to their health and/or safety and if conditions are prohibitive to the educational process.
3. Teachers shall be entitled to the full rights of citizenship. No religious or political activities of a Teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of each Teacher as long as religious or political activities are not carried on in the school setting during the Teacher's hours of work.
4. Nothing contained in this Agreement shall be construed to deny or restrict a Teacher's right he/she may have under the Michigan Revised School Code or other applicable laws and regulations.
5. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, gender, marital status or disability.
6. It is agreed that sexual harassment will not be condoned.

All charges of alleged sexual harassment will be immediately reported to the Superintendent, or his/her designee, for investigation and action.

In the event a Licensed Non-Classroom Personnel unit member is determined to have engaged in sexual harassment, such behavior will be considered just cause for discipline, suspension or termination.

#### **B. Discipline**

1. No Licensed Non-Classroom Personnel unit member who has completed the probationary period shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the Grievance Procedure (see Article 5). All information concerning a disciplinary action will be made available to the Licensed Non-Classroom Personnel unit member and to the Association. The Board recognizes the concept



of progressive discipline for Licensed Non-Classroom Personnel unit members who have completed the probationary period.

- a. When a Licensed Non-Classroom Personnel unit member is being reprimanded, warned or disciplined, he/she has the right to have an Association Representative present.
  - b. Information from anonymous sources (unknown to the Licensed Non-Classroom Personnel unit member) shall not be used as the sole basis for disciplinary action. The Licensed Non-Classroom Personnel unit member shall be provided the opportunity to sign the material to indicate awareness but not necessarily agreement.
  - c. Abuses of sick leave or other leaves, chronic tardiness or absence, deficiencies in professional performance or other violations of discipline by a Licensed Non-Classroom Personnel unit member may lead to disciplinary action by the Board. The Board shall notify the Licensed Non-Classroom Personnel unit member, in writing, of the alleged deficiency. The Board shall indicate, in writing, the expected remedy and indicate the length of time to accomplish it.
2. No Licensed Non-Classroom Personnel unit member shall be subjected to administrative reprimand while in the presence of students, parents, non-supervisory District personnel or any Teacher(s). No administrator will discuss, indiscriminately with other personnel, any alleged deficiencies outside the presence of the Licensed Non-Classroom Personnel unit member(s).
  3. At any time during a conference with an administrator if a Teacher perceives he/she is being reprimanded or intimidated, he/she may adjourn the conference until an Association Representative is available to participate in the conference in an advisory capacity.

This Section shall not be constituted as prohibiting consideration of an employee's gender where gender is a bonafide occupational qualification (i.e., locker room supervision, toileting of students with disabilities, etc.).

## ARTICLE 8

### TEACHER PERSONNEL FILES

- A. Each Teacher's personnel file shall contain, as a minimum, the following items of information:
1. credential files;
  2. all Teacher evaluation reports;
  3. original copy of Teacher's certificate (licenses, approvals, etc.);
  4. a current transcript of academic records;
  5. Tenure recommendation;
  6. correspondence.
- B. The Teacher shall have the right, upon request, to review the contents of his/her personnel file, except those items excluded from the definition of a "personnel record" under the Bullard-Plawecki Employee Right to Know Act. A representative of the Association may, at the Teacher's request, accompany the Teacher in this review. The Teacher shall, upon request, be allowed to have copies made of materials from his/her files.
- C. Material of a non-professional nature (i.e., letters from parents, newspaper clippings, records of phone calls, etc.) or materials relating to a Teacher's conduct, service, character, or personally, shall not be placed in a Teacher's file without providing the Teacher with the opportunity to sign said material to indicate awareness and not necessarily agreement.
- D. All materials placed in the personnel files must bear the date and the signature of the writer and the proper identification as to source and the Teacher shall be provided the opportunity to sign said material to indicate awareness and not necessarily agreement.
- E. The Teacher shall have the right to place explanatory notes or letters in his/her file pertinent to any written or printed material and these notes shall be attached to the file copy.
- F. No material from the personnel file may be removed or destroyed without the written consent of the Teacher.
- G. Teachers' personnel files shall be evaluated from time to time by the Administration.

When evidence of fraudulent information or material is discovered, or, evidence of a Licensed Non-Classroom Personnel unit member working contrary to law (such as a Licensed Non-Classroom Personnel unit member working without proper license, approval or certification), the Board shall have the right to discipline the Licensed Non-Classroom Personnel unit member, up to and including discharge, as provided in this Agreement.

## ARTICLE 9

### TEACHER PROTECTION AND STUDENT DISCIPLINE

- A. The Board agrees to provide all reasonable support and assistance to the Teacher with respect to the maintenance of control and discipline in the classroom.

When a Teacher believes that a pupil requires the assistance of a Counselor, a Social Worker, a School Psychologist, a law enforcement person, a physician or other professional(s), the Teacher shall file a written referral form with his/her Principal requesting that the necessary assistance be provided. The Board will take reasonable steps to provide the requested assistance.

- B. It is recognized that discipline problems occur less in classes where student interest is maintained. When discipline problems occur, they may be dealt with constructively by encouragement, praise and emphasis upon the pupil's desirable characteristics.

A Teacher may use reasonable force to protect the Teacher, pupils or others from immediate physical injury; to obtain possession of a weapon or other dangerous object within the control of the pupil; and/or to protect property from physical damage and for other reasons permitted by the Revised School Code, as implemented by Board policy. (see MCL 380.1312).

- C. Each teacher will be provided with a written statement regarding Board policy on the use of corporal punishment and reasonable physical force. This information is included in the employee handbook.

- D. A Teacher may temporarily remove a pupil from the classroom when the gravity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable.

The Teacher will provide a written record of the incident to the Principal, as promptly as his/her teaching obligations will allow.

The pupil shall not be returned to the classroom until after the Teacher and the Principal consult regarding the incident and the discipline.

- E. The procedure for the suspension of a pupil from school shall annually be distributed to students, Teachers and parents.

- F. A Teacher shall promptly notify the Board, or its designated representative(s), of any alleged assault and/or battery incident which occurred during the performance of the Teacher's employment responsibilities. If, in the reasonable opinion of the Board, it becomes necessary to provide legal counsel to advise the Teacher of his/her rights and obligations regarding the handling of the alleged incident by law enforcement and/or judicial authorities, it will do so.

When there is a charge of an alleged act of assault and/or battery upon a Teacher by a student, the Teacher and the Administration will follow the procedure outlined in the Novi Student Code of Conduct in handling the situation.

- G. If a Teacher is on duty on the District premises and a loss of, damage to, or destruction of clothing or personal property occurs as the result of an assault and/or battery incident, the Board will reimburse him/her.

A Teacher shall not suffer loss of compensation or a reduction in his/her accumulated sick leave allowance days as a result of an injury received while in the course of his/her employment.

- H. If a complaint is filed or a suit is brought against a Teacher, as a result of any reasonable action taken by him/her while in the course of his/her employment, the Board will provide all necessary assistance to the Teacher in presenting his/her defense.

- I. The District's Administration and the Teacher will comply with the Board's student medication policy regarding the administering of medication to students.

No Teacher shall prescribe or recommend medication for students nor shall they be required to perform medical procedures on students.

- J. The behavior of a Teacher's class in the hall, in the lunchroom and/or on the playground is not the responsibility of the Teacher, unless the Teacher is present with the students, or should be present with the students.

- K. It is the joint responsibility of the District and the Teacher to evaluate a student's educational progress.

The initial responsibility for evaluating a student's progress shall rest with the Teacher.

A change in a Teacher's evaluation (grade) of a student's educational progress in Grades K-12 by an administrator can only be made if the following procedure is utilized:

1. The Teacher is informed in writing of a specific reason(s) for the change and he/she concurs in the evaluation (grade) change; or
2. A majority of a review panel, consisting of three (3) Teachers selected by the Association; one (1) Principal and the Superintendent, or his/her designee, approves the evaluation (grade) change. If the decision of the panel is adverse to the Teacher, he/she may appeal the decision to the Board of Education. The appeal must be made in writing to the Board of Education within ten (10) days of the teacher being informed of the panel's decision.

- L. Teachers will be notified in a timely manner of a complaint made by the parent(s) of a student.

## ARTICLE 10

### QUALIFICATIONS AND ASSIGNMENTS

- A. Pupils are entitled to receive services from Licensed Non-Classroom Personnel who are working within their area of licensure, approval or authorization.
- B. A Licensed Non-Classroom Personnel unit member shall be given written notice of his/her tentative schedule for the next school year by June 1.

In the event that a change in the tentative schedule is proposed, the affected Licensed Non-Classroom Personnel unit member shall be promptly notified and consulted; in no event, will a change in a Licensed Non-Classroom Personnel unit member's tentative schedule be made after August 15, unless an emergency or unanticipated event requires a change.

- C. Any additional assignments made to the normal teaching schedule during the regular school year, i.e., Co-curricular assignments as listed in Appendix B-2, adult education courses and summer school courses, shall only be assigned with the consent of the Teacher. These positions shall be posted as provided in Article 11, Section C.

Preference in making the assignments will be given to Teachers under contract to the Board.

- D. No Teacher shall be required to work a split shift.

- E. **Itinerant Teaching Assignments -**

In the event a Teacher is required to travel from building to building, he/she will be assigned to a building for the first part of the day and to another building for the rest of the day.

If a Teacher is assigned to more than one (1) building, the Board will provide for reasonable travel time to and from each building.

The Teacher shall be allowed the same preparation time as provided in this Agreement.

- F. **Special Teaching Assignments -**

Due to the limited weekly student contact time as compared to that of a classroom Teacher, elementary (K-4) Special Teachers shall not be required to schedule parent conferences during the regularly scheduled parent-Teacher conferences, unless a problem is perceived by either the Teacher or an administrator.

**G. Shared-Time Teaching Assignments -**

1. Shared-time teaching shall be defined as two (2) Teachers sharing one (1) teaching assignment.
  - a. Before March 15 for the first semester of the school year and before November 1 for the second semester of the school year, any two (2) tenure Teachers currently employed by the District, desiring to enter into a shared-time teaching assignment, shall submit a written request and shared-time teaching proposal to the Principal who will forward it to the Superintendent, or his/her designee.
  - b. In unusual circumstances (i.e., layoff or involuntary transfer), the above time lines may be waived.
2. All proposed shared-time teaching assignments must be approved by the Superintendent, or his/her designee, before being submitted to the Board of Education for approval.
3. Examples of shared-time teaching assignments that may be approved by the Superintendent, or his/her designee, are:
  - a. Two (2) Teachers teaching the same assignment during a school year for a semester each.
  - b. Two (2) Teachers teaching a pro-rata share of one (1) Teacher's annual teaching assignment for no less than two (2) assigned classes per day. (The Teacher's work day for those sharing one [1] Teacher's annual teaching assignment will be a pro-rata portion of the Teacher's work day in that building equal to the percentage of the assignment shared.)
  - c. Two (2) elementary (K-4) Teachers working either in the morning or in the afternoon.
  - d. Two (2) Itinerant Teachers working at least two (2) days per week.
4. Both parties agree that it requires unusual compatibility, cooperation and teaching skill to successfully share teaching responsibilities in Grades 1 - 4. Therefore, shared-time teaching assignments will not ordinarily be approved by the Superintendent, or his/her designee, for classroom Teachers in Grades 1 - 4.
5. Each Teacher sharing an assignment will receive a pro-rata portion of his/her salary as determined by the Salary Schedule (Appendix B-1).
  - a. Two (2) Teachers teaching the same assignment for a school year for one (1) semester each will receive fifty percent (50%) of their full salary.

Teachers teaching one (1) semester may have their salary paid over the semester, school year or calendar year.

The Teacher teaching the second semester will receive his/her first pay on the regular first pay for all Teachers for that semester.

- b. Two (2) Teachers teaching a pro-rata share of one (1) Teacher's annual teaching assignment will receive the same pro-rata portion of the full-time salary.
  - c. Two (2) elementary (K-4) Teachers sharing a position, either for the morning or for the afternoon will receive fifty percent (50%) of their full salary.
  - d. Two (2) Itinerant Teachers sharing an assignment will receive a pro-rata salary according to the number of days taught.
6. Teachers teaching on a shared-time teaching assignment will receive an equal number of sick leave allowance days as a full-time Teacher but on a pro-rata basis, i.e., a Teacher teaching full-time for one (1) semester will receive one-half (1/2) the number of days that a full-time Teacher would receive. A Teacher teaching two (2) days per week or forty percent (40%) of a full teaching assignment will receive forty percent (40%) of the number of sick leave allowance days as the full-time Teacher, with one (1) day deducted for each day absent.

Teachers teaching each day, but less than a full day, will receive a pro-rata portion of the sick leave allowance days and will have deducted a pro-rata day for each day absent.

Teachers in a shared-time teaching assignment, absent a greater number of days than available for that year's teaching assignment, will be charged a pro-rata day for each day's absence in excess of that year's allotment.

7. The Board will pay a pro-rata portion of the Board's contribution toward premiums for fringe benefits (see Article 25) made available to full-time Teachers equal to the percentage of their shared-time teaching assignment, e.g., forty percent (40%) of the Board's contribution toward a full-time teaching assignment equals forty percent (40%) premiums paid for shared-time Teachers. Shared-time Teachers desiring full fringe benefits will authorize payroll deductions for their share of the fringe benefit premiums.
8. Each Teacher participating in a shared-time teaching assignment will be granted a pro-rata year of seniority (see Article 12).
9. Each Teacher participating in a shared-time teaching assignment will be granted a full year of credit on the Salary Schedule (Appendix B-1).

10. Teachers participating in a shared-time teaching assignment must give notice of their intention to return to a full-time assignment by March 15.
11. Any request to return to a full-time teaching assignment by a shared-time Teacher must involve the following:
  - a. Both Teachers in a shared-time position must request full-time teaching assignments; or
  - b. One (1) Teacher may request a full-time assignment, if a replacement, acceptable to the Superintendent, or his/her designee, within the unit, can be found to fill the shared-time vacancy; or
  - c. One (1) Teacher may request a full-time assignment, if the Board agrees to hire a new Teacher to fill the shared-time vacancy.
12. Teacher attendance at the following shall be pro-rated equal to the percentage of their work day: i.e., staff meetings, department meetings, PLCs, professional development days, planning time, and other professional obligations. If a teacher attends more than the prorated portion of an event, additional compensation or compensatory time may be agreed upon beforehand by teacher and building administrator.

Teacher attendance shall be mandatory at the following: Open House/Curriculum Night and Parent-Teacher Conferences. The amount of time beyond the proration shall result in additional compensation for the teacher; or the equivalent amount of compensatory time.

**H. Less than Full-Time Teaching Assignments -**

A less than full-time Teacher shall be treated as a shared-time Teacher with regards to salary, benefits, seniority, workday, professional duties (see G,12 above), and sick leave allowance days.



## **ARTICLE 11**

### **VACANCIES, PROMOTIONS AND TRANSFERS**

#### **A. Vacancies -**

1. For purposes of this Agreement, a vacancy shall be defined as an existing position for Licensed Non-Classroom Personnel that is unfilled, a newly-established Licensed Non-Classroom Personnel position or a Licensed Non-Classroom Personnel position which is filled but which the Board has declared will be vacant in the near future.
2. During the life of this Agreement, whenever a vacancy occurs, any Licensed Non-Classroom Personnel unit member, currently employed or on an authorized leave of absence may make application to fill that vacancy provided that he/she is qualified and certificated (licensed, authorized or approved) in the area in which the vacancy occurs.

If there are Licensed Non-Classroom Personnel on layoff waiting for recall and a vacancy exists for which a laid off Licensed Non-Classroom Personnel is qualified and certificated (licensed, authorized or approved), an active employee may only apply for the vacancy as long as it does not prevent the recall of a laid off Licensed Non-Classroom Personnel unit member.

3. Vacancies in Licensed non-Classroom Personnel positions shall be filled on the basis of the experience, competency, qualifications and length of service in the District. A Licensed Non-Classroom Personnel unit member with less service in the District, as defined in Article 12, Section F, shall not be awarded the position unless his/her qualifications are substantially superior to the qualifications of the competing Licensed Non-Classroom Personnel unit member(s) with greater service.
4. All positions for Licensed Non-Classroom Personnel that become vacant from the last day of the last school year through May 15 of the current school year must be posted. Positions for Licensed Non-Classroom Personnel that become vacant between May 15 and the end of the current school year may be posted, or may be filled by a substitute.
5. During the month of May, a Licensed Non-Classroom Personnel unit member, who by March 15<sup>th</sup> requested to return for the next school year from an authorized leave of absence, or who has been involuntary transferred during the current school year, or who is currently on layoff, will be offered the opportunity to choose an existing vacancy for which they are certified (licensed, authorized or approved) and qualified for the following school year. Once Licensed Non-Classroom Personnel unit members in the three above listed categories have been placed, voluntary transfer requests will be considered.

6. Upon return from an unpaid leave of absence (other than Family Medical Leave), a Licensed Non-Classroom Personnel unit member who has completed the probationary period shall be placed in his/her position held prior to the leave, if the position is open. If the position is not open, he/she shall be placed in an open position for which he/she is certified (licensed, authorized or approved) and qualified.

An "open" position is one which is unfilled at any time or one which is held by a Licensed Non-Classroom Personnel unit (member who has not completed the probationary period) at the beginning of the next school year.

7. A Probationary Non-Classroom Personnel unit member returning from an unpaid leave (other than Family Medical Leave), may be assigned to a vacancy for which he/she is certified (licensed, authorized or approved) and qualified, provided one is available.

**B. Promotions -**

1. The Board declares its support of a policy of filling vacancies above the classroom level from within its own teaching staff.
2. In the event of a vacancy in a position above the classroom level, an appropriate Notice of Vacancy and the job description will be provided as in Section C, below, and a copy shall be furnished to the Association. A Teacher, who believes that he/she possesses the qualifications necessary to fill the vacant position, may apply, in writing, to the Superintendent, or his/her designee, and will receive due consideration in the filling of the vacancy.
3. Vacancies of a temporary nature, above the classroom level, resulting from the prolonged disability or illness of the person regularly assigned, shall be filled as quickly as possible, consistent with good management practices, by the temporary appointment of a person to an acting status until the need no longer exists.

**C. Postings -**

1. Whenever a vacancy for Licensed Non-Classroom Personnel arises, or is anticipated, in any position which relates to this Agreement, the Superintendent, or his/her designee, shall provide all Licensed Non-Classroom Personnel, utilizing the latest technology, with a Notice of Vacancy.

The Board shall not be required to post a vacancy if it decides to fill the vacancy by the recall of a laid-off Licensed Non-Classroom Personnel unit member.

A vacancy in a licensed non-Classroom Personnel assignment shall be open for ten (10) work days before the position is filled.

The Association will be notified, in writing, of all vacancies in Licensed Non-Classroom Personnel unit positions.

2. The Board shall notify Licensed Non-Classroom personnel and the Association of vacancies occurring during the summer months (June, July, August).

Teachers may receive the information regarding vacancies by contacting the District's Employment Website.

**D. Transfers -**

1. **Reduction:**

When the decision has been made as to the programs or services staffed by Licensed Non-Classroom Personnel to be reduced, Licensed Non-Classroom Personnel unit members shall be transferred on the basis of seniority as defined in Article 12, Section F; transfers will be in inverse order.

2. **Voluntary:**

- a. Because the frequent transfer of Licensed Non-Classroom Personnel unit members disrupts the educational process and interferes with optimum performance, the parties agree that voluntary transfers of Licensed Non-Classroom Personnel unit members are to be minimized.

- b. No voluntary transfer shall be allowed if a Licensed Non-Classroom Personnel unit member, who is less than full-time, has notified the Board (see Article 10, Sections G and H) of his/her desire to assume full-time status during the following school year. If the return to a full-time assignment by a less than full-time Licensed Non-Classroom Personnel unit member would necessitate laying off a Licensed Non-Classroom Personnel unit member who has completed the probationary period, then the request to return to a full-time assignment shall be denied.

- c. Licensed Non-Classroom Personnel unit members may not apply for a vacancy during their first two years of probation. This provision may be waived by mutual agreement of the parties.

3. **Involuntary:**

- a. An involuntary transfer is defined as the transfer of a Licensed Non-Classroom Personnel unit member from one (1) school building to another school building without the approval, or over the expressed objection, of the Licensed Non-Classroom Personnel unit member.

- b. If the Board determines that an involuntary transfer is necessary, the affected Licensed Non-Classroom Personnel unit member shall be notified, in writing. Upon the request of the Licensed Non-Classroom

Personnel unit member, a meeting will be held with the Licensed Non-Classroom Personnel unit member, the Association, and the Superintendent, or his/her designee, at which time the Licensed Non-Classroom Personnel unit member shall be informed of the reason(s) for the transfer.

- c. The Licensed Non-Classroom Personnel unit member, who has been involuntarily transferred, will have the following option(s), provided he/she is qualified and certified (licensed, authorized or approved) for the position:
  - (1) accept the position to which he/she is being involuntarily transferred; or
  - (2) elect a vacancy according to Section A, 5, above; or
  - (3) select a particular tentative assignment according to Article 10, Section B, in any building, provided a Licensed Non-Classroom Personnel unit member in that building has less seniority than the transferring Licensed Non-Classroom Personnel unit member and that the transferring Licensed Non-Classroom Personnel unit member is qualified and certified (licensed, approved or authorized) to assume the position.
  
- d. An informational meeting with all involuntarily-transferred Licensed Non-Classroom Personnel unit members, the Superintendent, or his/her designee, and the Association will take place between May 15 and the end of school.
  - (1) Five (5) days before the involuntary-transfer meeting, the Board will provide the Association with a list showing the name(s) of the involuntarily-transferred Licensed Non-Classroom Personnel unit member(s), his/her building(s), and his/her tentative assignment(s).
  - (2) A list of all known vacancies shall be provided, before the involuntary-transfer meeting, to all involuntarily-transferred Licensed Non-Classroom Personnel unit members and the Association.
  - (3) Involuntarily-transferred Licensed Non-Classroom Personnel unit members will be given the opportunity to select vacancies from the list of all known vacancies, provided that the Licensed Non-Classroom Personnel unit members is certified (licensed, approved or authorized) and qualified for the vacancy.
  - (4) Involuntarily-transferred Licensed Non-Classroom Personnel unit members will have up to forty-eight (48) hours from the

involuntary-transfer meeting date to make a decision on vacancy selection or exercise the provision in e, below.

- e. Involuntarily-transferred Licensed Non-Classroom Personnel unit members who do not select a vacancy, will have up to forty-eight (48) hours from the involuntary transfer meeting date to select a position, according to c, above.
- f. If two (2) or more Licensed Non-Classroom Personnel unit members request the same vacancy or position, it will be awarded to the Licensed Non-Classroom Personnel unit member with the highest seniority (see Article 12) who is qualified and certified.
- g. Any involuntarily-transferred Licensed Non-Classroom Personnel unit member, who, as a result of another Licensed Non-Classroom Personnel unit member selecting his/her position, shall have up to forty-eight (48) hours to select another position, according c, above.
- h. If a Licensed Non-Classroom Personnel unit member is involuntarily transferred, according to sub-section 1, above, and a position from which he/she was transferred is subsequently vacant before the official Fall student count day of the following school year, he/she will be returned, if he/she chooses, provided that he/she is certified (licensed, authorized or approved) and qualified for the vacancy.
- i. A Licensed Non-Classroom Personnel unit member, who is involuntarily transferred in the middle of the school year, must accept the position for the remainder of the school year. In the Spring, he/she will proceed with the involuntary transfer process as outlined in sub-section 3, above.

4. **Other:**

In the best interest of the Licensed Non-Classroom Personnel unit member, the Superintendent, or his/her designee, may approach the Association to request the transfer of the Licensed Non-Classroom Personnel unit member to an existing vacancy. Before the transfer is made, consent must be given by the President of the Association and the Licensed Non-Classroom Personnel unit member involved. It is understood that said transfer may not, in any way, be construed as a disciplinary action.

## ARTICLE 12

### REDUCTION IN LICENSED NON-CLASSROOM PERSONNEL

- A. In cases requiring a reduction of the Licensed Non-Classroom Personnel work force, the Board will decide in which areas and programs/services the reductions shall be made.

A change in assignment resulting from a reduction/layoff of Licensed Non-Classroom Personnel unit member(s) is not considered a transfer within the meaning of Article 11, D, nor are the positions to which Licensed Non-Classroom Personnel unit members are assigned or reassigned as a result of such a reduction/layoff considered to be vacancies within the meaning of Article 11, A.

- B. Before official action on a reduction of Licensed Non-Classroom Personnel is taken by the Board, the Superintendent, or his/her designee, will give notice to, and consult with, the Association regarding the contemplated recommendations regarding reductions and afford the Association an opportunity to discuss it with the Superintendent, or his/her designee.
- C. The Board shall maintain and make available to the Association, upon written request, a seniority list, listing the Teacher's seniority number, name and certification.

The Board shall produce a seniority list twice each year and provide a copy of that list to the Association by November 1 and April 1. The November list shall be used for staffing decisions for Licensed Non-Classroom Personnel for the 2<sup>nd</sup> semester. The April list shall be used for staffing decisions for Licensed Non-Classroom Personnel for the following school year.

The Board shall provide the Association and make available in each building by April 1, a copy of the seniority list. The printed seniority list shall be based on the BA, BA+15, MA, MA+15 and MA+30 education levels. When two or more teachers are tied with respect to pay level and years of service as a teacher, the actual credit hours as listed in F, 3 of this Article shall be used to determine the order of seniority.

Each Teacher must notify the Board, in writing, of any corrections and/or additions to the seniority list.

- D. No Licensed Non-Classroom Personnel unit member shall be laid off due to a necessary reduction in personnel for any school year or portion thereof, unless the Licensed Non-Classroom Personnel unit member has been notified at least fifty (50) calendar days prior to the day of layoff.
- E. Once the decision has been made as to the areas and programs/services to be reduced the actual layoff of Licensed Non-Classroom Personnel shall be affected in the order as follows:

1. First-year probationary Licensed Non-Classroom Personnel shall be laid off in the following order:
  - a. certification (license, approval or authorization) and qualification
  - b. seniority
2. Second-year probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
  - a. certification and qualification
  - b. seniority
3. Third-year probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
4. Fourth-year probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
5. Non-Probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
6. A Licensed Non-Classroom Personnel unit member who has completed the probationary period and who is identified for possible layoff, and not reassigned to a position, shall be entitled to assume the position tentatively assigned to the least senior Licensed Non-Classroom Personnel unit member in the school district for which the he/she is certified (licensed, approved or authorized) and qualified. Any Licensed Non-Classroom Personnel unit member who has completed the probationary period and who is consequently displaced from his/her tentative assignment shall be entitled to exercise this same procedure to secure an assignment, if available.

F. As used in this Article, seniority shall mean the total length of continuous certificated service with the Board, but deleting any unpaid leave(s) excluding FMLA leave. The computation shall be made based upon the Teacher's effective date of employment.

In the event that two (2) or more Teachers have the same length of service in the District, the following criteria shall be considered, in priority order, to determine seniority.

1. The Teacher with the greatest number of years as a Teacher shall have greater seniority.
2. If equality prevails in sub-section 1, above, the Teacher with the highest degree (Ph.D., Specialist, M.A., B.A., or B.S.) shall have greater seniority.
3. If equality prevails in any of the categories listed in sub-section 2, above, the Teacher possessing the greatest number of hours beyond his/her degree shall have greater seniority.

4. If equality prevails in sub-section 3, above, the Teacher possessing the lowest number of the last four (4) digits of his/her social security number shall have greater seniority.
- G. Recall of Licensed Non-Classroom Personnel shall be based upon seniority, provided that the recalled employee is certified and qualified for the vacancy to which he/she is recalled. Laid off Licensed Non-Classroom Personnel shall only be subject to recall for three years from the effective date of their layoff.
- H. Each Licensed Non-Classroom Personnel unit member, being recalled, may be notified in person, by phone or by e-mail. If the Licensed Non-Classroom Personnel unit member cannot be contacted by those means, notification shall be sent, certified mail, return receipt requested, to the last known address. A Licensed Non-Classroom Personnel unit member is responsible for leaving and maintaining current contact information with the District (e-mail, address and phone number) as a condition to continued eligibility for recall under this Agreement.

The Licensed Non-Classroom Personnel unit member being recalled shall have ten (10) days from the date of delivery of the recall notice to notify the Board of his/her intention to return.

Non-delivery of the certified letter shall be considered as a failure to respond within the time limit and shall result in termination of all employment rights.

The Board shall notify the Association of all recalls of Licensed Non-Classroom Personnel.

I. Administrator Association Seniority -

1. The parties agree that any Novi Community School District administrator, who previously had Tenure in the Novi Education Association, who is laid off and desires to return to a teaching position, should receive years of service seniority credit for the years they had when they left the bargaining unit. Less than full time service in the bargaining unit shall be pro-rated accordingly.

Administrators who have no teaching experience within the Novi Community School District shall have no seniority credit and may only displace a probationary teacher as per the requirements of the Tenure Act.

However, any District administrator who enters the unit shall be given credit for all years of experience in education in determining his/her salary.

- J. For the duration of this Agreement, the Board shall not enter into any performance contract or subcontract services performed by licensed non-classroom personnel which would result in the reduction of present positions. This restriction does not apply to any decision to reorganize such services at Oakland ISD under the provisions of the Revised School Code.



## ARTICLE 13

### EVALUATION OF LICENSED NON-CLASSROOM PERSONNEL

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of newly-employed, as well as experienced, Licensed Non-Classroom Personnel. The primary purpose of an evaluation procedure is to provide continuing professional growth in an atmosphere of mutual trust and respect.

The Board and Association realize that goals are important and are more productive when both the Licensed Non-Classroom Personnel unit member and Administrator cooperatively establish and strive to accomplish them.

It is recognized that it is the legal responsibility of the Board to employ, to evaluate and to terminate Licensed Non-Classroom Personnel. The Board does not intend to abdicate any of those responsibilities. The intent of this Article is to effectively involve the Association in the evaluative process in an advisory capacity.

A. The performance of all Licensed Non-Classroom Personnel unit members shall be evaluated in writing.

1. **Forms:**

- a. The Board, in consultation with the Association, shall determine the actual observation and evaluation forms to be used, the items to be judged and the evaluative differentiations (or criteria, or standards) to be identified for each item. The items, however, shall be relevant to a fair and justifiable determination of professional competence and reflect real and meaningful professional requirements.
- b. At a minimum, the forms shall indicate the conditions under which the observation and evaluation took place (i.e., dates, times and performance observed) as well as the time elapsed between the observation and the evaluation.
- c. All Licensed Non-Classroom Personnel shall be evaluated by the appropriate criteria and with forms applicable to their position.
- d. There shall be provision for "Remarks" included on all forms where the Licensed Non-Classroom Personnel unit member may respond to any part, or all, of the evaluation and/or observation.
- e. Each new Licensed Non-Classroom Personnel unit member shall be provided a copy of the Novi Community School District Handbook on Evaluation prior to September 1 of the school year.

2. **Conditions of Observation and Evaluation:**

- a. The time and length of observations are to be established by the Principal(s).

The probationary period for all Licensed Non-Classroom Personnel shall be four (4) years.

- b. Only administrators shall evaluate Licensed Non-Classroom Personnel.
- c. The administrator who makes the observation must also prepare the evaluation.
- d. Each formal observation shall be made in person for a reasonable amount of time (twenty [20] to thirty [30] minutes is suggested). The formal observation, for the purpose of writing an evaluation, shall not take place during the first or last week of the school year, nor the day before or following a vacation or break/recess period.
- e. Licensed Non-Classroom Personnel shall not be required without just cause, to alter, modify or cancel previously determined plans to conform to the administrator's evaluative convenience.
- f. After each formal observation, the administrator(s) shall consult with the Licensed Non-Classroom Personnel unit member, as soon as possible (preferably within twenty-four [24] hours) but not to exceed five (5) school days, to discuss the results of the evaluation.
- g. The Licensed Non-Classroom Personnel unit member shall receive an electronic copy and acknowledgement of the evaluation.
- h. If the Licensed Non-Classroom Personnel unit member feels that an evaluation or an observation has been unjust, he/she has the right to note it on the form.

The time limit for the Licensed Non-Classroom Personnel unit member's response to the administrator's evaluation shall be five (5) school days

- i. Any Licensed Non-Classroom Personnel unit member, probationary or non-probationary, may request and be granted the opportunity for additional evaluative observation(s). The results of the observation(s) shall become a part of his/her personnel file (see Article 8).

In cases where a Licensed Non-Classroom Personnel unit member disagrees with the outcome of an observation or evaluation, he/she shall be granted additional observations and evaluations by another administrator upon request. It is understood that there shall be no communication of any

kind between evaluators relative to the Licensed Non-Classroom Personnel unit member or his/her performance, nor shall the newly-selected evaluator consult the Licensed Non-Classroom Personnel unit member's file for substantive material until after the entire observation and evaluation process is completed.

- j. Whenever a Licensed Non-Classroom Personnel unit member receives a rating of Minimally Effective or Ineffective (Minimally Effective or Ineffective or the equivalent shall be construed to mean any indication of failure to meet professional requirements) in any criteria group, or subgroup, the evaluator shall substantiate his/her position by a written statement on the evaluation form in the area designated for this purpose.

Any Minimally Effective or Ineffective item on the evaluation form must be accompanied by an Individual Development Plan (IDP).

Whenever a Licensed Non-Classroom Personnel unit member receives a Minimally Effective or Ineffective rating, the Association shall be notified.

- k. All monitoring or observation of the performance of a Licensed Non-Classroom Personnel unit member shall be conducted openly and with the full knowledge of the Licensed Non-Classroom Personnel unit member. The use of eavesdropping practices, closed circuit television, public address or audio systems and similar surveillance devices shall be prohibited.

## **B. Mentor -**

The Teaching Mentor shall be appointed by the Principal with the consent of the Teacher.

The Teaching Mentor shall be a tenured Teacher and, insofar as possible, have a minimum of five (5) years teaching experience and shall be engaged in teaching within the same building or discipline as the probationary Teacher.

A non-tenured teacher, a teacher with less than five (5) years experience, or a teacher outside the same discipline as the probationary teacher may serve as a Teacher Mentor upon the mutual agreement of both the Association and the District.

Insofar as possible, the probationary Teacher shall have the same Teaching Mentor throughout the entire probationary period unless a change is requested by either the Teaching Mentor or the probationary Teacher.

The Teaching Mentor shall not be involved in the evaluation of the probationary Teacher.

It shall be the duty of the Teaching Mentor to:

1. Assist and counsel the probationary Teacher;

2. Consult with the probationary Teacher regarding evidence of professional growth as it affects the other members of the building staff;
3. Assist the probationary Teacher to adjust to building procedures and/or the professional climate of the building, particularly in situations where adjustment or failure is of concern to other members of the building staff; and,
4. Consult with the probationary Teacher with regard to professional relationships with fellow Teachers.

C. A written recommendation shall be furnished to the Superintendent for each probationary Licensed Non-Classroom Personnel unit member by the Principal no later than thirty (30) days before the end of each probationary year. The recommendation shall be based on the administrator's evaluation(s), conference(s), and observation(s). A copy of the recommendation shall be communicated electronically with an opportunity of acknowledgement to the probationary Licensed Non-Classroom Personnel unit member. If the recommendation contains any information not previously made known to and discussed with the probationary Licensed Non-Classroom Personnel unit member, the probationary Licensed Non-Classroom Personnel unit member shall have an opportunity to submit additional written comments to the Superintendent.

During the probationary period, the non-Licensed Non-Classroom Personnel unit member's formal observation shall be completed no later than:

January 30  
May 15

D. The probationary Licensed Non-Classroom Personnel unit member's evaluation shall be completed no later than:

May 1

E. The non-probationary Licensed Non-Classroom Personnel unit member's overall evaluation shall be completed no later than:

May 31

## ARTICLE 14

### SCHOOL CALENDAR

- A. The School Calendar is listed in Appendix A. There shall be no deviation from, and/or change in, the School Calendar, except by mutual agreement of the parties, or to meet the applicable State law and/or regulations regarding pupil instructional requirement(s) or, if necessary, to receive full State Aid.

In the event that the Board cannot provide pupil instruction as provided in applicable State law and/or regulations, lost instructional days and hours shall be added to the School Calendar (Appendix A). Teachers will receive their regular pay for days and hours which are canceled. However, Teachers shall work on any rescheduled days and hours without additional compensation.

- B. Teachers shall receive a building calendar of scheduled events on a monthly basis.
- C. The Board may initiate, on its own or at the request of the Association, after-school courses, workshops, conferences and programs designed to improve the quality of instruction. All Teachers wishing to participate in any of the above may do so. In the event Teachers are required to attend the activities, provisions shall be made for their release from their regular teaching duties.
- D. The Board shall schedule both elementary and secondary Parent-Teacher Conferences as follows:
1. Elementary conferences shall be scheduled up to three (3) half (1/2) days, or the equivalent, between October 1 and December 15, and up to two (2) half (1/2) days, or the equivalent, during the month of March. The elementary conferences shall be scheduled after consultation with the Teacher(s) involved.
  2. Secondary conferences shall be scheduled up to two (2) half (1/2) days, or their equivalent, between October 1 and December 15, and two (2) half (1/2) days, or their equivalent, between January 15 and March 31. The secondary conferences shall be scheduled after consultation with the Teacher(s) involved.
  3. Evening conference sessions should be scheduled to begin no sooner than one (1) hour after the end of the Teacher's academic day, and should not be scheduled for more than three (3) hours in one evening.
  4. If Parent-Teacher Conferences are scheduled beyond the normal working day, the Board shall schedule an equivalent amount of time off, after consultation with the Teacher(s) involved.
  5. Parent-Teacher Conference for different levels will not be scheduled on the same evenings (e.g., High School and Middle School on the same night).

E. Professional Staff Development

1. Teachers may be required to schedule additional state mandated professional development hours on their own time if the requirements have not been met during the school year.
2. With prior administration approval, times may be provided to classroom teachers for building/district planning needs.

## ARTICLE 15

### TEACHING HOURS AND CLASS LOAD

- A. The teacher workday shall be up to seven (7) hours and twelve (12) minutes. Teachers shall be on duty 10 minutes prior to the start of and 10 minutes after the end of the academic day.
1. The Board and the Association agree that Teachers have professional duties to attend to before and after the academic day. In view of this, efforts shall be made to minimize all non-essential, non-teaching duties which might occur before or after the academic day.
  2. Teachers will perform bus supervision duty as required by the Principal, which may include Fridays or days preceding a holiday(s) or break/recess period(s).
- B. During the work day, a Teacher who is involved in negotiations, the Grievance process and/or arbitration hearings, shall be released without loss of compensation.

- C. The normal teaching load at the Middle School and the High School will be:

Five (5) teaching periods, one (1) unassigned preparation period per day, based on a six (6) period day.

Where the daily schedule is altered due to special events, preparation periods are subject to modification.

1. The High School academic day shall be 7:15 a.m. – 1:59 p.m., insofar as is reasonably possible, with a thirty (30) minute duty-free, uninterrupted lunch period.
2. The Middle School academic day shall be 7:45 a.m. – 2:26 p.m., insofar as is reasonably possible, with a thirty (30) minute duty-free, uninterrupted lunch period.
3. The academic day at Novi Meadows shall be 8:08 a.m. – 3:00 p.m., insofar as is reasonably possible, with a forty (40) minute duty-free, uninterrupted lunch period.
4. Start and end times may be changed to add state mandated hours/minutes or to accommodate a change in the transportation schedule, however the teacher work day will remain at seven (7) hours and twelve (12) minutes unless unavoidable when providing optimal supervision for students.
5. Preparation periods shall be used for pupil-Teacher conferences, parent-Teacher conferences, class preparation and evaluation or any other professional duty deemed appropriate by the Administration.

Assignment to a position involving student supervision shall be considered a teaching period for the purpose of this Article.

6. The length of the school day can be extended by the Board in the event the District is failing to satisfy the minimum number of hours of instruction required by State law and/or regulation.
7. There shall be no change in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.
8. No High School or Middle School Teacher may be assigned to more than five (5) classes, without prior notice to the Association and the Teacher.
9. No Teacher at Novi Meadows may be assigned to more than six (6) classes, without prior notice to the Association and the Teacher.
10. Consistent with available funds and facilities, the Board will make every effort to provide a minimum of 275 minutes per week of preparation time for teachers assigned to Novi Meadows.

D. The normal teaching load in the elementary schools will not exceed five and one-half (5 1/2) hours of pupil contact, one (1) 40 minute duty free lunch and one (1) 55 minute unassigned preparation period per day.

1. The elementary school academic day shall either be 8:38 a.m. - 3:30 p.m. or 9:08 a.m. - 4:00 p.m., insofar as is reasonably possible; with a forty (40) minute duty-free, uninterrupted lunch period unless the Association and Board agree otherwise.
2. Start and end times may be changed to add state mandated hours/minutes or to accommodate a change in the transportation schedule, however the teacher work day will remain at seven (7) hours and twelve (12) minutes unless unavoidable when providing optimal supervision for students.
3. Preparation periods shall be used for pupil-Teacher conferences, parent-Teacher conferences, class preparation and evaluation or any other professional duty deemed appropriate by the Administration.

Assignment to a position involving student supervision shall be considered a teaching period for the purpose of this Article.

4. The length of the school day can be extended by the Board in the event the District is failing to satisfy the minimum number of hours of instruction required by State law and/or regulation.



5. There shall be no changes in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.
6. When elementary students are attending special classes such as P.E., art, and music, and not in attendance with their regular classroom teacher, the classroom teacher may use that time for preparation.

The Board agrees to exert every effort, consistent with available funds and facilities, to provide services such as remedial reading and other special programs to eligible students in Kindergarten through Grade Four.

7. The Board will make every effort, consistent with available funds and facilities, to provide in a normal work week, or pro-rata thereof for K-4, a minimum of 275 minutes of preparation time to elementary classroom and special teachers.

However, in no event shall the Board provide less than a minimum of a-fifty-five (55) minute block per day, or 275 minutes of preparation time in a normal week, or pro-rata thereof, to elementary classroom and special Teachers. If the Board is unable to provide a 55 minute block/day or 275 minute/week, classroom teachers will be given the appropriate number of release days, approved by the principal for planning.

E. It is the responsibility of each Teacher, as well as the Board, to provide the highest quality educational program practicable for every student in the District. This includes:

1. daily preparation;
2. attendance at up to three staff/department/grade level/PLC meetings a month with no more than twenty-four (24) over the course of the year (excluding meetings called to address emergencies); type of meeting (staff/department/grade level/PLC) will be determined by the building administrator as he/she evaluates the needs of the building; one meeting per month must be a PLC;
3. attendance at four (4) evening events which could include Open House, Curriculum Night and Parent-Teacher conferences; as an example, not to exceed ten (10) hours;
4. Teachers will be encouraged to attend:
  - a. PTO, Mother's Club, or other parent group meetings.
  - b. public performances of children in plays, concerts, athletic activities, or other Co-curricular activities.
  - c. Board of Education meetings.

- F. Teachers, whose time is split between two (2) schools by nature of their assignment, shall be assigned to one (1) building for purposes of attendance at building staff meetings, except upon special request from the second building administrator.
- G. If a Teacher is scheduled to teach more than the normal teaching load (see Section C, above), he/she shall receive additional compensation at his/her hourly rate (see Article 24, Section O) for each teaching period beyond the normal teaching load.
- H. All Teachers shall be entitled to a duty-free uninterrupted lunch period (see Sections C and D, above).
- I. The parties agree that an attempt will be made to meet the following classroom pupil-Teacher ratio:

<u>Subject</u>	<u>Maximum Number of Students</u>	<u>Overage Compensation Begins At</u>
K – 2	25	26
3 – 4	28	29
5 – 6	28	57 total students per team and/or 31 in a single period
7 – 8*	29	146 total students and/or 32 in a single period
9 – 12*	30	151 total students and/or 33 in a single period

\*7-12 overage compensation average only applies to identical courses taught. For example, Biology is not identical to AP Biology. The formula will be:

Class maximum number x the number of sections of identical courses taught + one (1), or 32 for middle school or 33 at the high school level.

The parties agree that an attempt will be made to meet the following core class classroom pupil-teacher ratios:

<u>Grade</u>	<u>Maximum Number of Students</u>	<u>Overage Compensation Begins At</u>
7-12 Science	26	131 total students and/or 29 in a single period

The parties agree that an attempt will be made to meet the following specialized classroom pupil-teacher ratios:

<u>Subject</u>	<u>Maximum Number of Students</u>	<u>Overage Compensation Begins At</u>
K-2 Specials	25	126 total students and/or 28 in a single period
3-4 specials	28	141 total students and/or 31 in a single period

9-12 Ceramics/Jewelry	26	131 total students and/or 29 in a single period
7-12 Career/Technical	29	146 total students and/or 32 in a single period
7-12 Computers	29	146 total students and/or 32 in a single period
7-12 Nutrition, Foods and Sewing	26	131 total students and/or 29 in a single period
7-12 Physical Education	37	186 total students and/or 40 in a single period
7-12 ESL Sheltered & Self Contained	25	126 total students and/or 28 in a single period
9-12 Dance	25	126 total students and/or 28 in a single period
7-12 Band/Orchestra/Choir	No limit	N/A

### **Overages**

Building principals will make every effort to build the master schedule to meet the classroom pupil ratio as outlined above. Class sizes will be based on student needs, requests, and trends. As a general rule, classes will run as close to the maximum numbers and will not run that fall below 20 students unless it is required by the program or particular class. Building principals will use their discretion to build the master schedule.

Class overages will be based on an aggregate number; maximum students per class period multiplied by total number of class periods taught. No single class may exceed the maximum number by three (3) students. Overage pay will be compensated at 5 cents per minute per student.

The official fall and winter student count days will be used to determine class totals.

Overage compensation will be earned by the teacher of record for the class for each student instruction day. Teachers will be paid under the above provision when their absence is covered by paid sick leave (excluding the Sick Leave Bank), paid bereavement leave, paid personal business leave, professional business leave, Association business leave, jury duty leave or where the administration has directed the teacher to other professional duties during time(s) when the assigned class meets.

At the end of each semester teachers will submit a record of their overages on the district provided form. This is subject to verification by the administration.

- J. Efforts shall be made to equalize the distribution of mainstreamed special education students, consistent with the practice of providing the least restrictive environment.

## **ARTICLE 16**

### **CONTINUITY OF OPERATIONS**

- A. In the event of severe inclement weather conditions or an Act of God, the Board shall not be required to keep buildings open.

When the buildings are closed to students due to severe inclement weather conditions or an Act of God, Teachers shall not be required to report to work.

- B. At the beginning of the school year, the Superintendent, or his/her designee, will establish a communication system for notifying Teachers when the school buildings are closed due to severe inclement weather conditions or an Act of God.

- C. If severe inclement weather conditions or an Act of God occurs during the school day and a building or the entire District is to be closed, Teachers will be released as soon as possible but not later than fifteen (15) minutes after the release of the students.

## **ARTICLE 17**

### **ABSENCE POLICIES**

#### **A. Definition and Proper Use of Personal Leave Days –**

1. Leave Days are a benefit provided to the Teacher and should be used professionally and during a time of need.
  - a. Proper use of Personal Leave Days may include, but are not limited to, personal illness, temporary physical disability of a Teacher, illness in the immediate family, or temporary physical disability of an immediate family member.
  - b. Personal Leave Days may also be needed for personal business. Personal business may be needed for personal or private business such as a major life event (birth, marriage, graduation out of state, closing on a house, etc.). Personal business is for a reason beyond the control of the individual, and is needed for a legitimate activity that can be accomplished only during school hours. Prearranged Personal Business Days shall not be taken in the first or last week of the school year or within one (1) day before or after a break/recess period. Teachers planning to use a personal business day(s) shall notify their Principal at least one (1) day in advance, except in cases of emergency.
  - c. Personal Leave Days are not to be used for vacation.
  - d. Should a teachers' absence exceed two consecutive days, administration may request documentation verifying the absence (home repair bill, physician note, etc.). Administration may also discuss with staff when they notice a pattern of concern with their use of Personal Leave Days even if the employee does not exceed the annual contractual amount of days.
2. At the beginning of the 2015-16 school year, all current Teachers and all new hires, shall be credited with fourteen (14) Personal Leave Allowance Days of which three (3) days may be used for Personal business. Leave Day Banks will be prorated for partial FTE's and less than a full year employment due to a late hire or early departure.
3. Immediate family of the Teacher shall be defined as: spouse, parents, child(ren), siblings, grandparents, grandchildren, and step-relatives of both the Teacher and the Teacher's spouse as well as others approved by the Superintendent or his/her designee.
4. In addition to the above leave days, a teacher shall be allowed up to three (3) days for any death in the immediate family as well as other family members approved by the Superintendent or his/her designee.

In extenuating circumstances, additional days may be granted.

5. Days for major Religious Holidays shall be granted upon submission of a written request by the teacher at least two (2) days in advance to the building principal or his/her direct supervisor. Days used for major Religious Holidays will not be deducted from a Teacher's Leave bank.

- B. A teacher may accumulate a maximum of 200 days in their Leave bank.

If a teacher leaves the employment of the District, or serves in an unpaid capacity for one semester or more, that teacher's annual Leave allowance shall be prorated accordingly.

In the case of resignation of a Teacher, the excess use of sick leave and personal business days will be pro-rated and the remainder of the salary reduced by this pro-ration.

C. **Professional Business -**

Each Teacher may, with the approval of the Superintendent, or his/her designee, be granted:

1. One (1) day per year, with administrative approval, with full pay, for the purpose of visiting other approved classrooms either in or outside the District.
2. With administrative approval, and with full pay, release time to attend educational workshops may be granted, and any other approved activities that are conducive to professional growth.

If possible, all requests for professional business absences shall be submitted to the Principal at least two (2) weeks before the anticipated day of absence.

D. **Worker's Compensation -**

Absence due to injury, illness, or disease incurred in the course of the Teacher's employment shall not be charged against the Teacher's accumulated sick leave allowance, unless the Board pays to the Teacher the difference between the Teacher's salary and the benefits received under the Michigan Worker's Compensation Act for the duration of the accumulated sick leave allowance.

E. **Legal Proceedings -**

1. Jury Duty:

A Teacher who is called for jury duty during the normal work day shall be compensated for the difference between his/her daily teaching rate and the pay received for the performance of this civic obligation.

Upon receipt of compensation from the court, a Teacher shall refund the district the compensation received or provide documentation by submitting the amount received to be deducted from the following pay period.

The day(s) of absence shall not be deducted from the Teacher's sick leave allowance.

2. Employment Related

A Teacher who is called to testify before any judicial or administrative tribunal and/or arbitrator, mediation or fact finding proceeding(s) during the normal work day, shall be compensated for the difference between his/her daily teaching rate and pay received for the performance of the obligation.

The day(s) of absence shall not be deducted from the Teacher's sick leave allowance.

- F. Notification of an absence shall be made in a manner determined by the Administration.
- G. The Board may require proof of illness by the statement of a doctor if the illness exceeds two (2) consecutive days.

However, in the event thirty-five percent (35%) or more of any school building staff shall call in sick on any day, the District may require medical proof of illness and certification of fitness for the Teacher to resume her/his normal duties before the Teacher receives pay for the day(s).

- H. A Teacher absent ten (10) or more consecutive work days because of illness, injury or physical disability shall, on his/her return and before resuming his/her duties, provide the Human Resources office with a statement signed by a physician indicating the nature of the illness, injury or physical disability and a certification of fitness for the Teacher to resume his/her normal duties.

If, for any reason, the District requests an Employee to have an additional examination by a physician of its choice, such an examination shall be at the expense of the District.

- I. Any Teacher, who had previously arranged a paid absence, shall not be charged for the day if school has been canceled.

If a substitute is called in and is paid for a half (1/2) day, the Teacher will be charged a half (1/2) day.

- J. For purposes of the use of the Teacher's accumulated sick leave allowance, pregnancy, including childbearing; recovering from childbearing; miscarriage; or abortion; and/or the legal adoption of a child(ren) will be treated the same as any other temporary disability.

- K. Requests for unpaid leaves that do not fall under professional use and during time of need as outlined in the Absence Policy will not be granted.

## **ARTICLE 18**

### **SICK LEAVE BANK**

- A. Teachers who have exhausted their accumulated sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common Sick Leave Bank provided there are sufficient days available in the Bank.
- B. The use of days from the Sick Leave Bank shall be closely regulated and use granted only after approval by a committee composed of representatives from each building.
- C. Before applying for days from the Sick Leave Bank, the following criteria must be met:
  - 1. Verification must be obtained from the Payroll Department that all sick leave allowance days have been used.
  - 2. The Teacher may be requested to have a doctor's certificate attesting to the dates and general nature of the illness.
- D. At the beginning of each school year, a new Teacher shall contribute one (1) day of his/her sick leave allowance to the common Sick Leave Bank.

The contribution of two (2) additional days from all Teachers shall be determined by the Association.

The Bank will be limited to an accumulation not to exceed two (2) days per Teacher in the District.



## ARTICLE 19

### LEAVES OF ABSENCE

- A. A Teacher may, on written request, be granted a leave of absence by the Board of Education.
- B. **Leaves of Absence Without Pay -**

1. A Teacher shall, on written request, be allowed a leave of absence without pay, for good and sufficient reason for the following:

a. **Illness/Health/Medical Leave--**

- (1) Health Leaves without pay or fringe benefits, when recommended by a physician, shall be granted for a period of up to one (1) year. At the end of such leave, the Teacher must either return or request an extension as set forth in Section D, below.

Notice of intention to return to duty after a Health Leave shall be accompanied by a written statement from a physician in the same area of specialty as the physician who recommended the leave, addressing the illness which was the basis for the leave and certifying the fitness of the Teacher to return to his/her duties.

The District reserves the right to have the Teacher examined by a physician of its choice, and at its expense, in the same area of specialty as the physician who recommended the Teacher be placed on the Health Leave

- (2) Long-Term Disability Leaves. A teacher who is receiving long term disability benefits, approved by the insurance carrier, shall be granted a leave of absence for a period not to exceed one (1) year, subject to renewal at the discretion of the Board.

Continuation of health insurance premiums for teachers receiving long term disability benefits will be as provided in Article 25, Section E of this Agreement.

b. **Child Care Leave of Absence--**

- (1) A Child Care Leave, without pay or fringe benefits will be granted to a Teacher for a period of up to one (1) year.

The Teacher requesting the leave shall notify the Human Resources Office, in writing, of his/her intent at least thirty (30) days before the beginning date of the leave.

- (a) Any Teacher beginning a Child Care Leave on or after July 1, but prior to January 1, shall terminate the leave at the beginning of the next school year.
  - (b) Any Teacher beginning a Child Care Leave on or after January 1, but before July 1, shall receive the balance of that school year in addition to the following school year.
- (2) Teachers on a Child Care Leave must give written notice to the Superintendent, or his/her designee, by March 15, of the year the leave expires, of their intention to return.

The notice of intention to return is the responsibility of the individual. In the event such notice is not received, the Board will interpret this as a resignation.

If a Teacher wishes to return to work before the expiration of the leave, he/she shall notify the Superintendent, or his/her designee, by March 15.

- (3) The Child Care Leave may be extended for one (1) additional school year, upon application and approval by the Board of Education.

The request must be made by March 15 of the year the leave expires.

- (4) Upon request to return to work, a Licensed Non-Classroom Personnel unit member will be reinstated in the same or equivalent teaching position for which he/she is certified (licensed, approved or authorized) and qualified.
- (5) Upon return from a Child Care Leave without pay, the Teacher shall be placed on the Salary Schedule step (Appendix B-1) and retain the seniority status for which he/she was eligible when he/she left for the leave.
- (6) A Teacher who suffers a still-birth, miscarriage, or the death of any child for whom he/she received a Child Care Leave, may be returned to service after appropriate medical certification, if necessary, by his/her attending physician and/or the District physician.

**c. Family and Medical Leave Act--**

- (1) Pursuant to the Family and Medical Leave Act as amended, an employee with more than one (1) year of employment and who works over 1250 hours per year shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for the purposes permitted under that enactment.
- (2) The Board of Education will continue to contribute its portion of premium payments for health care benefits (as specified in Article 25 of this Agreement) up to twelve (12) weeks for an employee who has been

granted a leave pursuant to the Federal Family and Medical Leave Act. If the teacher voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

- (3) The employee shall first use eligible accrued paid leave pursuant to the terms of Article 17. The remainder of any leave time will be unpaid.
- (4) The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
- (5) Upon request, the teacher shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the teacher examined by a physician of the District's selection at District expense.

d. **Military Leave--**

Any Teacher who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application, in writing, for a Military Leave.

All aspects of a Military Leave and return will be governed by applicable provisions of State and Federal laws in effect at the time in question.

- e. Upon a written request by March 15, a Teacher who has been employed for at least two (2) consecutive years in the District, may be granted a leave without pay for up to one (1) year provided the request is approved by the Board of Education and is for one (1) of the following purposes:

(1) **Personal Leave -**

A leave of absence for personal reasons other than those listed below may be granted upon written request to the employee's immediate supervisor or his/her designee, and the approval of the Board of Education or its designee.

(2) **Exchange Teaching Leave -**

Participating in exchange teaching programs of the United States Department of State, provided the Teacher states his/ her intention to return to the District.

(3) **Military Teaching Leave -**

Participating in military teaching programs provided the Teacher states his/her intention to return to the District.

(4) **Teacher/Peace Corps Leave -**

Joining the Peace Corps or Teacher Corps as a full-time participant in the program(s).

(5) **Public Office Leave -**

As provided by applicable State or Federal legislation and/or regulation, up to four (4) years to any Teacher for the purpose of holding public office. The leave shall commence upon assuming the duties of the office.

(6) **Association Office Leave -**

Serving as an officer or staff member of the Michigan Education Association or the National Education Association for up to three (3) years.

(7) **Voluntary Layoff Leave -**

A Voluntary Leave without pay, seniority (see Article 12) or fringe benefits (see Article 25) may be granted, with the recommendation of the Superintendent, or his/her designee, by the Board of Education to eligible Licensed Non-Classroom Personnel unit members for a period of up to one (1) year.

An eligible Licensed Non-Classroom Personnel unit member is any Licensed Non-Classroom Personnel unit member not currently on layoff and whose position may be filled by someone on the layoff list who is qualified and certified to fill that position.

He/She shall notify the Superintendent, or his/her designee, in writing, of his/her desire to go on a Voluntary Layoff Leave before the beginning of the next school year.

(i) A Voluntary Layoff Leave, if granted, may commence at the beginning of the school year and must terminate at the end of that school year. In the event circumstances requiring the layoff change and it is necessary to recall (see Article 12) the Licensed Non-Classroom Personnel unit member who is on a Voluntary Layoff Leave shall either return to his/ her former position or request to be placed on Personal Leave of Absence [see ¶ e(1), above]. His/Her return shall be determined by the provisions of that leave (see Section E, below).

(ii) If the Licensed Non-Classroom Personnel unit member on a Voluntary Layoff Leave does not return to his/her former position, or

requests to be placed on a Personal Leave of Absence [see ¶ e(1), above], the Board shall interpret this as a resignation.

- (iii) A Voluntary Layoff Leave will be granted for only one (1) school year. A Licensed Non-Classroom Personnel unit member that replaces the Licensed Non-Classroom Personnel unit member on a Voluntary Layoff Leave shall remain in that Licensed Non-Classroom Personnel unit member's assignment for the duration of the leave.
- (iv) At the expiration of the one (1) school year, the Licensed Non-Classroom Personnel unit member on a Voluntary Layoff Leave shall return, resign or request some other leave status by March 15 preceding the expiration of the leave.

Licensed Non-Classroom Personnel unit members returning from a Voluntary Layoff Leave shall be reinstated in the same position, placed on the Salary Schedule step (Appendix B-1) and retain the seniority status (see Article 12) for which he/she was eligible when he/she left for the leave.

- (v) If, upon returning from a Voluntary Layoff Leave, and if the circumstances which necessitated the layoff (see Article 12) are still prevalent and the Licensed Non-Classroom Personnel unit member is still eligible for a Voluntary Layoff Leave, the he/she may request another Voluntary Layoff Leave as provided in this Article.
- (vi) Any eligible Teacher not currently on layoff and whose position may be filled by someone on the layoff list who is qualified and certified to fill that position, may be granted a Voluntary Layoff Leave at the discretion of the Board.

**f. Sabbatical Leave--**

- (1) Teachers who have been employed in the Novi Community School District for at least seven (7) years, and hold a Professional Education, Life, Continuing or Permanent Certificate, or as provided by applicable legislation, may, with the approval of the Board of Education, be granted a Sabbatical Leave for one (1) year for study.

With Board approval, a Sabbatical Leave may be granted for travel directly connected with the Teacher's major field of study.

- (2) At least one (1) Teacher on the staff may, with approval by the Board of Education, be granted a Sabbatical Leave each school year, or as provided by applicable legislation, upon application.

The deadline for making the application for a Sabbatical Leave shall be March 15 for leaves beginning the first half of a work year and by November 1 for leaves beginning the second half of the work year. Late applicants shall be considered only to the extent of the unfilled leave quota and may be granted a leave only if they can be replaced in the District.

When more than one (1) Teacher makes application in any one (1) year, all other things being equal, selection will be made on the basis of seniority (see Article 12) within the District.

The Teacher must furnish one (1) written report per semester to the Board of his/her progress while on Sabbatical Leave.

- (3) Purpose of Sabbatical Leave:
  - (a) Sabbatical Leave is given to Teachers to permit them to improve their ability to render educational service. The improvement is usually achieved by formal study, research and travel.
  - (b) The following information shall be presented in the application:
    - (i) For Formal Study -  
A program of study, at an accredited college or university, should be briefly outlined.
    - (ii) For Research -  
A program of research, under the guidance of competent research personnel, should be briefly outlined.
    - (iii) For Travel -  
A plan, including the proposed itinerary, shall be submitted.
    - (iv) For Other Reasons -  
A plan shall be submitted stating the professional objectives which are sought.
- (4) Before beginning the Sabbatical Leave, the Teacher shall enter into a contract to return to active service in the District for a period of at least one (1) year after the expiration of the leave.
- (5) A Teacher, upon returning from a Sabbatical Leave, shall be restored to his/her former position, or to a position of like nature and status, and shall be placed at the same position on the Salary Schedule (Appendix B-1) as if he/she had taught in the District during the period of the Sabbatical Leave.

C. Extension of Leave of Absence Without Pay -

A leave of absence without pay may be extended for a maximum of one (1) additional year beyond the original request. The request shall be in writing by March 15 for the beginning of the subsequent year.

D. Return from Leave Of Absence Without Pay -

Teachers on leave who wish to resume employment with the District at the beginning of the school year, or at the beginning of the second semester, shall, notify the Superintendent, or his/her designee, not later than March 15 for the beginning of the school year or not later than November 1 for the beginning of the second semester, of his/her plans to return to work.

1. Upon return from a leave of absence without pay, the Teacher shall be placed on the Salary Schedule step (Appendix B-1) and retain the seniority status (see Article 12) for which he/she was eligible when he/she left for the leave.
2. Upon return from an unpaid leave of absence, a Licensed Non-Classroom Personnel unit member shall be placed in his/her position held prior to the leave, if the position is open. If the position is not open, the Licensed Non-Classroom Personnel unit member shall be placed in an open position for which he/she is certified (licensed, authorized or approved) and qualified.

An "open" position is one which is unfilled at any time or one which is held by a probationary Licensed Non-Classroom Personnel bargaining unit member at the beginning of the next school year.

3. If a teacher on a leave does not return, the Board shall interpret this as a resignation.

E. While on an unpaid leave of absence, a Teacher shall not enter into a contract for similar employment. However, this does not apply if a teacher is laid off or the leave is caused by a layoff.

## **ARTICLE 20**

### **CONTENT AREA LEADERS**

- A. The function of Content Area Leaders (CAL) is to work with building administrators and the Assistant Superintendent for Academic Services to develop, articulate, and implement a K-12 curriculum consistent with the Common Core Curriculum and specific District needs.
- B. The responsibilities of the Content Area Leader include:
1. Serving as a District resource person to staff regarding current practices, trends, research, and professional development opportunities in a given content area.
  2. Serving as a District representative at the county and state levels.
    - Attend content area meetings at Oakland Schools
    - Facilitate curriculum development and review of instructional material selection.
  3. Co-Chair (with a District administrator) District curriculum studies as they relate to a given content area.
    - Provide leadership in curriculum development and instructional methodologies.
    - Facilitate curriculum development and review of instructional material selection.
  4. Communicating content area processes and procedures as they relate to use of instructional areas, equipment, materials, labs, grading, assessments, budget, and performances.
  5. Providing leadership for the review of student achievement data for the purpose of making instructional decisions, i.e. MEAP, district/course assessments, classroom assessments, work samples, etc.
  6. Communicating expectations outlined by the District as it pertains to department and PLC work and being available to offer support to teachers throughout the PLC process.
  7. Facilitating K-12 curriculum collaboration.
  8. Meeting minimally on a monthly basis with administration to plan content area agendas, discuss content area/school responsibilities, budgets, etc.



9. Meeting with new staff members and set them up for success in the department and school as it relates to curriculum.
- C. Compensation for Content Area Leaders will be as determined in Appendix B-2 of this Agreement. In instances where a CAL position is split (with prior administrative approval) among two or more individuals, the stipend will be divided according to a determination made by the individual participants, in conjunction with the Assistant Superintendent for Academic Services (or designee).
- D. Content Area Leader are extra duty assignments and vacancies in CAL positions shall be posted and filled in accordance with the terms and conditions of Appendix B-2 of this Agreement. It is the expectation that CAL assignments represent a three (3) school year commitment. However, it is recognized that circumstances may arise where it is necessary for either the District or the bargaining unit member to abbreviate the individual's service as a CAL. If this occurs, the parties will cooperate in providing reasonable notice to one another in the interest of facilitating transition of responsibilities.
- E. There will be two (2) teachers on the Selection Committee for CAL positions with at least one teacher being a member of the Novi Education Association, preferably grade level Vice President or President.
- F. Content Area Leader positions shall not be filled by Academic or Specialty Area Coaches unless there are not other qualified candidates. At the end of the three (3) year cycle, the position will be reposted to allow an opportunity for a non-coach to apply.
- G. If a CAL is identified as not meeting job expectations, the Assistant Superintendent will contact the building principal and the NEA President to implement a plan of action up to dismissal from the position.
- H. Elementary CAL assignments will be as follows:  
  
K-4 Individual Grade Level CALs  
  
All other CAL assignments will remain the same.
- I. The Association will meet with the Office of Academics on an annual basis to review the model and engage in discussion for continued growth and improvement.

## **ARTICLE 21**

### **COUNSELING**

- A. The Board agrees to make every effort consistent with available funds and facilities, to provide adequate counseling services for Grades 7 - 12.

The Board will utilize the policies and criteria of the current school improvement association as a reference in helping to determine the counselor-pupil ratio.

- B. In the event the Board extends a Counselor's contract year, compensation for the additional time shall be pro-rated on the annual contract Salary Schedule (Appendix B-1).

## **ARTICLE 22**

### **SPECIAL NEEDS STUDENTS; RESOURCE ASSISTANTS**

- A. The parties agree to abide by all State and/or Federal mandates as it relates to students with special needs.

Special attention will be given to reducing class size where special students are placed in a regular classroom.

- B. The Board will attempt to make a private room(s) available within each building for use by the School Psychologists, School Social Workers and Speech Therapists.
- C. The Board will also make a telephone available to the School Psychologists, School Social Workers and Speech Therapists for confidential use in the performance of their duties.

## **ARTICLE 23**

### **STUDENT TEACHING AND INTERN ASSIGNMENTS**

- A. Only a tenured Teacher may voluntarily accept the assignment of a student teacher or intern. The Teacher will be referred to as the Supervisory Teacher.

A non-tenured teacher may serve as a Supervisory Teacher for a student teacher/intern upon the mutual agreement of both the Association and the District.

- B. A Supervisory Teacher shall work directly with the university student-teacher program coordinator and assist in developing opportunities for the student teacher to observe and practice the arts and skills of the teaching profession.

- C. The funds paid to the Board by the university will be paid to the Supervisory Teacher.

## **ARTICLE 24**

### **COMPENSATION**

- A. The Salary Schedule (Appendix B-1) will be based upon the regular School Calendar (Appendix A) and the normal teaching assignment as defined in Article 15.
- B. The basic salaries of the Teachers covered by this Agreement are set forth in Appendix B-1 (including the Illustrative Salary Schedule which is used to determine the appropriate step placement for 2015-16 and 2016-17) which are attached to and incorporated in this Agreement.

2015-16 Bargaining unit members hired in 2015-16 will advance to step 1 of the new salary schedule.

Bargaining unit members hired in 2014-15 or prior:

- Steps 1-11: Advance to the next highest step on the new proposed salary schedule which results in an increase of a minimum of \$500.00
- Steps 12 and higher: Advance ½ of 1 step on the new proposed salary schedule

2016-17 Bargaining unit members eligible for a step increase will advance ½ of 1 step on the salary schedule

When the Teacher signs his/her individual contract, he/she will insert the method of payment, being either twenty (20) or twenty-four (24) payments, to be paid twice a month as determined by the District. No changes may be made in the methods of payment except in cases of emergency.

Application for placement on a higher track of the Salary Schedule (Appendix B-1) shall be made by September 10 or February 10 of the school year. Pay will be adjusted to the first day of the school year for requests submitted and document by September 10<sup>th</sup>. Pay will be adjusted to the first day of the second semester for requests submitted and documented by February 10<sup>th</sup>. In 2015-16, placement on higher salary tracks for eligible teachers will occur prospectively upon ratification of the successor contract to the 2013-2015 Agreement. No retroactive payments shall be made.

All credits toward a higher track on Salary Schedule (Appendix B-1) shall be graduate semester hours as reflected on the transcripts (500 or higher in most cases), must have been taken after the most current degree earned (degree is conferred), must be related to education and/or your current position, cannot be professional development hours, and they cannot be for undergraduate student intern (such as student teaching) earning a pass/fail grade.

C. A Teacher's hourly rate shall be determined by dividing the Teacher's basic salary for the year by the number of Teacher workdays, as stated on the applicable School Calendar (Appendix A) divided by six and one half (6.5).

D. In the event that the Board requires a Teacher to extend his/her employment beyond the regular contract year (Appendix A), he/she will be notified by April 1.

The additional time shall be paid based on a pro-ratum of the Teacher's base salary (Appendix B-1).

E. Newly employed Teachers may be granted up to eight (8) years credit on the Salary Schedule (Appendix B-1) for full years of outside teaching experience in any school District in the State of Michigan and other teaching experience for which credit is allowed. Teaching experience shall be pertinent to the position for which the Teacher is employed.

F. Additional relevant experience may be considered when placing a newly-employed Teacher on the Salary Schedule (Appendix B-1). The added experience must be part of his/her certification(s). The combined total granted for teaching experience and other relevant experience will not exceed eight (8) years.

G. At the beginning of the next school year, all Teachers hired at mid-year, or at the end of the first semester, shall be allowed one-half (1/2) year of experience credit on the Salary Schedule (Appendix B-1).

The minimum number of Teacher days required for a half (1/2) step increase on the Salary Schedule (Appendix B-1) will be forty-five (45) days.

The minimum number of Teacher days required for a full step increase on the Salary Schedule (Appendix B-1) will be 135 days.

Less than full-time Teachers will receive a pro-rated year's credit on the Salary Schedule (Appendix B-1).

H. A Teacher voluntarily assuming a co-curricular assignment (Appendix B-2) shall be paid in accordance with the provisions of Appendix B-2

I. **National Board Certification:** Any teacher who successfully completes the certification process for National Board Certification shall have their pay increased by \$1,000 per year as long as their certification is valid.

J. Pay for Unused Sick Leave Allowance Days Upon Severance of Employment -

The following criteria shall apply for the payment of unused accumulated sick leave allowance days:

1. A Teacher with ten (10) or more years of service in the District as a member of the bargaining unit who severs his/her employment in the District will be eligible to receive compensation for a portion of his/her accumulated sick leave allowance days.
2. At the time of severance, a Teacher with an accumulation of 151 through 200 sick leave allowance days will be compensated for forty (40) of the days at a rate of \$90 per day; or

At the time of severance, a Teacher with an accumulation of 121 through 150 sick leave allowance days will be compensated for thirty (30) of the days at a rate of \$80 per day; or

At the time of severance, a Teacher with an accumulation of 80 through 120 sick leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$70 per day.

- K. Compensation for adult education courses and/or summer school courses that are sponsored by the Board will be paid as provided in Appendix B-2.

Classes held after June 30 and before the start of the next school year, will be paid at the preceding year's rate.

- L. Teachers, required in the course of their assignments to drive personal automobiles from one (1) school building to another, shall receive a car allowance equal to the per mile rate allowed by the IRS.

The same allowance shall be given for use of personal cars for other business of the District.

- M. If Teacher is scheduled to teach more than his/her normal teaching load (see Article 15, Section C), he/she shall receive additional compensation at his/her hourly rate pro-rated on the length of the teaching period.

- N. Teachers involved in hourly-rate assignments will be required to accurately record the hours they work on time cards.

- O. Teachers who provide substitute teacher services during their scheduled planning time (see Article 15) shall be compensated at one hundred percent (100%) of the hourly rate calculated on the Master's Salary Schedule track (Appendix B-1), Step 1.

The Board will attempt to equalize the loss of scheduled planning time among the Teachers who are available at the time substitute teaching services are required.

Teachers who exceed a loss of three or more planning periods during the school year due to scheduled IEPs, REEDs, METs, BIPs, 504s, or other student related meetings shall be

compensated one hundred percent (100%) of the hourly rate calculated on the Master's Salary Schedule track (Appendix B-1), Step 1.

P. Should the District communicate a written expectation to Teachers that they attend professional development or other District-sponsored training during summer recess or other break times designated on the Calendar, those Teachers participating with prior administrative approval shall be paid at the Curriculum rate for the hours they are in attendance.

Q. **Unemployment –**

If a teacher is laid off as of the end of one school year and is subsequently called back prior to the beginning of the next school year, the Teacher shall repay to the District any monies received for unemployment benefits from the state less federal taxes deducted. The re-payment shall be received in the same calendar year with the repayment spread over no more than four (4) pay periods.



## ARTICLE 25

### INSURANCE PROTECTION

#### A. **Health Care Insurance -**

The Board agrees to contribute the amounts specified below, on behalf of the full-time, actively employed Teacher, for health care insurance benefits as provided below.

Teachers may choose one (1) of the following two (2) plans:

1. **PLAN I:** Full hospitalization and major medical protection for the Employee and his/her family under MESSA.

Teachers will have the choice of the following health care plans:

#### A. MESSA Choices II Health Insurance:

- \$500/\$1,000 in-network deductible (\$2,000/\$4,000 out-of-network deductible)
- \$20 OV/\$25 UC/\$50 ER
- MESSA Saver RX

-OR-

#### B. MESSA ABC Plan 1 (HSA):

- \$1,300/\$2,600\* in-network deductible (\$2,600/\$5,200 out-of-network deductible)  
\*Or the minimum high deductible amount as determined by the Internal Revenue Service

Effective July 1, 2015, the Board's monthly contribution for health insurance benefit plan costs will not exceed the following:

Single	\$499.35
Two Person	\$1,044.31
Family	\$1,361.88

Effective July 1, 2016, the Board's monthly contribution for health insurance benefit plan costs will not exceed the following:

Single	\$511.84
Two Person	\$1,070.42
Family	\$1,395.93

The enrolled teacher is responsible for all health insurance benefit plan costs in excess of the Board's contribution, which amounts will be payroll deducted over twenty (20) pays.

2. **PLAN II:** Plan II is for those teachers who are not enrolled in District provided health insurance. Based on the number of Teachers selecting Plan II, the following monthly sum will be paid in cash:

1-40 Teachers:	\$100 each, per month
41-60 Teachers:	\$200 each, per month
61 and above Teachers:	\$300 each, per month

The parties agree that dual coverage of health care insurance is prohibited. A Teacher who is entitled to benefits under another health care insurance plan, which is at least comparable to that provided under this Agreement, shall not be eligible for the Board provided health care insurance.

A Teacher who is discovered to have provided false certification of coverage(s) shall immediately be removed from the Board's health care insurance program and shall not be eligible for the benefits under Plan II for the remainder of the school year.

The plan(s) chosen by the Association, and listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes or other liabilities chargeable to the Board. Any such adjustments shall be the minimum necessary to comply with PPACA, PA 152 and the IRS Code, including penalties, taxes or other liabilities chargeable to the Board.

**B. Dental Plan -**

The Board shall select the insurance carrier and shall make dental care coverage available to each employee.

**Plan A:**

The Board shall provide a self-funded dental plan with: (100% Class I benefits; 100% Class II benefits; 80% Class III benefits; maximum annual benefit for Class I – III: \$1,000); Class IV benefits: 80% to maximum lifetime benefit of \$1,500 for all Teachers and their eligible dependents.

**Plan B Coordination Plan:**

Any Teacher covered by another group dental plan shall not be eligible for the dental plan described above. However, the Teacher shall be eligible for a self-funded dental plan with: 50% Class I benefits; 50% Class II benefits; 50% Class III benefits; maximum annual benefit for Class I – III: \$1,000; Class IV benefits: 50% to maximum lifetime benefit of \$1,500.

Teachers shall be responsible, through payroll deduction, for fifteen percent (15%) of the representative dental premium applicable to their enrollment category.

**C. Vision Plan Insurance -**

Vision benefits shall be as follows:

Examination	100% for participating providers; up to \$55 for non-participating providers: once every 12 months
Lenses: Participating Providers	100% standard glass or plastic for participating providers; once every 12 months
Lenses: Non-Participating Providers:	
Single Vision Lenses	up to \$73 (non-participating providers); once every 12 months
Bifocal Lenses	up to \$84 (non-participating providers); once every 12 months
Trifocal Lenses	up to \$100 (non-participating providers); once every 12 months
Lenticular Lenses	up to \$110 (non-participating providers); once every 12 months
Frames	once every 12 months; retail allowance up to \$50 (20% discount off-balance) for participating providers; up to \$50 for non-participating providers
Contact Lenses	once every 12 months; in lieu of lenses and frame up to \$80 retail (15% discount conventional or 10% disposable off-balance) for participating providers; up to \$80 for non-participating providers

Medically Necessary  
Contact Lenses

covered 100% for participating providers; up to \$220 for non-participating providers; once every 12 months

Teachers shall be responsible, through payroll deduction, for fifteen percent (15%) of the representative premium applicable to their enrollment category through December 31, 2015. Effective January 1, 2016 teachers shall be responsible for 0% of the premium related to vision insurance.

**D. Group Term Life Insurance -**

The Board shall provide Group Term Life, Accidental Death and Dismemberment Insurance (AD&D) in the amount of \$40,000 for all Teachers. The \$40,000 will be paid to the Teacher's designated beneficiary.

**E. Long-Term Disability (LTD) Insurance -**

A full-time, actively employed Teacher, after a 120-calendar day waiting period, will receive Long-Term Disability Insurance (LTD) benefits.

The benefit will be sixty percent (60%) of the Teacher's annual salary, excluding compensation for Co-curricular and/or hourly-rate assignments.

The benefit will be paid on a twelve (12) month basis.

The maximum monthly benefit will be \$3,000.

Other relevant benefits and/or restrictions will be as outlined in the policy document issued by the carrier.

The Board will continue to pay the monthly amount specified in ¶ A of this Article for health care insurance premiums for twelve (12) months after he/she starts to receive Long-Term Disability Insurance (LTD) benefits, unless the LTD policy contains a waiver of premium feature for health insurance premiums. The teacher will be responsible for their share of the monthly health insurance premium as if they were at work.

The percentage of the premium amount will not exceed the sum paid by the Board before the Teacher became eligible to receive Long-Term Disability Insurance (LTD) benefits.

F. Teachers may purchase, at their own expense and through payroll deduction, other benefit(s) and/or option(s) provided by the Michigan Educational Special Services Association (MESSA).

G. The Board will pay the insurance premiums for twelve (12) months.

If a Teacher terminates his/her employment during the school year, the Board will not be obligated to provide insurance coverage beyond the date of the Teacher's termination of employment.

- H. The Board, by payment of the premium amounts required to provide the coverage(s) listed above, shall be relieved from all liability related to the benefits provided.

The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall the failure be considered a breach by either of them of any obligation.

Disputes between a Teacher, and/or his/her beneficiaries, and any insurance company shall not be subject to the Grievance Procedure (see Art. V).

- I. The Board will provide the Teachers with the necessary forms to apply for the insurance coverage(s) listed in this Article.

The forms to select insurance coverage(s) will be made available in a timely fashion.

During the month of October and November, the Board will make available the necessary forms to change and/or add insurance coverage(s). Such coverage will be effective January 1 of the following year.

- J. It shall be the Teacher's responsibility to complete the insurance authorization forms.

The coverage(s) shall commence on 1<sup>st</sup> of the month following completion of the form(s) and submission of the form(s) to the Superintendent, or his/her designee.

The Board or the Association will not be held liable for any loss suffered due to the failure of the Teacher to provide all the required information and completed forms.

In addition to the above noted insurance, the Board may, at its option, offer other insurance options and reimbursement accounts through a Section 125 Plan.

## ARTICLE 26

### MISCELLANEOUS PROVISIONS

- A. Representatives of the Board and the Association will meet, as necessary, for the purpose of reviewing and attempting to resolve problems that may arise out of the administration of this Agreement. The meetings may be requested by either party.

The Principal and Association Representative (AR) may meet at least once each month, or as necessary, for the purpose of reviewing and attempting to resolve problems.

- B. Upon request of the Association, vending machines shall be installed in the Teacher's lounge areas.
- C. Private telephone facilities shall be made available in each building for communication with parent(s)/guardian(s).
- D. An individual contract between the Board and a Teacher shall not be inconsistent with the provisions of this Agreement with regard to those matters covered by this Agreement.
- E. Every reasonable attempt will be made to provide adequate lunchroom, lounge, and restroom facilities in all buildings.
- F. Adequate off-street, paved, parking facilities identified for staff use shall be provided. The facilities shall be properly maintained and protected.
- G. The Board agrees to maintain an adequate list of substitute teachers. The building Principal shall inform his/her Teachers of the absence reporting procedures. It shall be the responsibility of the Board to arrange for a substitute teacher, unless classes are unable to be covered due to late call-in, unusual amount of absences, substitute teacher shortage, etc. Principals and Teachers will work together to adequately serve the students.
- H. Teachers, in recognition of the need for continuation of regular class activities during their absence, shall provide a substitute folder which shall contain:
1. a seating chart or attendance list;
  2. special daily activities of the class;
  3. written lesson plans; and
  4. the location of necessary materials.
- I. Consistent with available facilities and resources, the Board will make every effort to maintain the building(s) at a comfortable temperature and in a clean and healthful manner.

- J. The Board will provide appropriate texts, library reference materials, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials.

The Board shall seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational materials. While the Board retains the ultimate authority to decide the selection of educational materials, it also agrees to implement any joint decisions in that context made by its representatives and the Association.

The Board agrees at all times to keep the schools reasonably equipped and maintained, consistent with available finances and resources.

- K. The Board shall provide a Teacher reference library in each building and include appropriate texts which are requested by the Teachers in that building.

- L. The Board agrees to make available, in each building, adequate word processing and copying facilities to assist Teachers in the preparation of instructional materials.

- M. The Board shall provide:

1. a desk in each classroom and in each Teacher office
2. closet space for each Teacher to store coats, overshoes/boots and personal articles
3. chalkboard space and/or whiteboard
4. copies, for each Teacher's use, of all texts used in each of the courses the Teacher is to teach
5. storage space in each classroom for instructional materials
6. attendance books, paper, pencils, pens, chalk, erasers and other such material required in the Teacher's daily teaching responsibility.
7. access to a computer for use in recording and reporting student attendance, grades, report cards, and other reports; reading/responding to e-mail communications from parents, staff and administration; and other functions associated with the Teacher's job responsibilities.

- N. The Board shall reimburse the Teacher up to a limit of \$200 per incident for the loss, damage, or destruction of personal property which was previously approved by the Superintendent, or his/her designee, for the Teacher to use in his/her teaching assignment.

- O. Half-time release will be paid equally by the District and the Association in consideration of the President being involved in the professional development activities for teachers, District instruction initiatives, and contract management.
- P. Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the Local Financial Stability and Choice Act, the emergency manager may reject, modify, or terminate this collective bargaining agreement.

This clause is included in this Agreement because it is legally required by state law. The parties did not agree to this provision. By signing this Agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or on the Board. The Association reserves all rights to assert that this clause is unenforceable.

- Q. Should a former illegal subject of bargaining be deemed mandatory, the parties agree to meet and negotiate over the formerly illegal subject.



## **ARTICLE 27**

### **NEGOTIATION PROCEDURES**

- A. Before the expiration of this Agreement, at the request of either party, collective bargaining will be undertaken for a successor Agreement.
- B. The parties bargaining representation will be selected and governed by the Public Employees Relations Act (PERA). No Agreement shall be executed as final without ratification by the Association and the Board of Education.
- C. If the parties fail to reach an agreement on a successor Agreement, the parties will seek the assistance of the Michigan Employment Relations Commission (MERC).
- D. There shall be three (3) signed original copies of the ratified Agreement ([1] for the Association; [1] for the Board; and [1] for the Superintendent, or his/her designee).
- E. Copies of this Agreement titled Agreement between the Novi Community School District and the Novi Education Association, MEA/NEA, shall be provided electronically at the expense of the Board within thirty (30) days after the Agreement is signed. Electronic copies of the Agreement will be provided to all Teachers employed by the Board.

Further, the Board shall furnish fifty (50) copies of this Agreement to the Association for its use.

## **ARTICLE 28**

### **NO STRIKE**

During the life of this Agreement, the Association, its members or its agents, will not participate in a strike and/or a slowdown that would interfere with the operation of the District.

ARTICLE 29

DURATION OF AGREEMENT

This Agreement shall be effective as of November 24, 2015, and shall continue in effect until the end of the day on June 30, 2017.

This Agreement shall not be extended orally. It is understood that this Agreement shall expire on the date indicated.

Dated this 24<sup>th</sup> day of November, 2015.

**NOVI EDUCATION ASSOCIATION**

By: Chandra Madafferri  
Chandra Madafferri, President

By: Kim Edwards  
Kim Edwards, Executive Director

**NOVI COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

By: George Kortlandt  
George Kortlandt, President

By: Tracey Cadwell  
Tracey Cadwell, Secretary

Novi Board of Education Members

Tracey Cadwell      Willy Mena  
Paul Cook          Bobbie Murphy  
Ann Glubzinski     Dennis O'Connor  
George Kortlandt

Novi Education Association  
Bargaining Team Members

Heather Burnside  
Kim Edwards  
Chandra Madafferri  
Kim Osmonson

Novi Community School District  
Bargaining Team Members

Steve Barr  
Carol Diglio  
Steve Matthews  
R.J. Webber

## APPENDIX A



# Novi Community School District 2015-16 School Year

<b>September 8, 2015</b>	<b>First Day of School for Students</b>
<b>November 3, 2015</b>	<b>Election Day - No School</b>
<b>November 6, 2015</b>	<b>End of the 1<sup>st</sup> Marking Period</b>
<b>November 9, 2015</b>	<b>Beginning of 2<sup>nd</sup> Marking Period</b>
<b>November 13, 2015</b>	<b>Report Cards</b>
<b>November 16, 2015</b>	<b>NM Parent/Teacher Conference (Full Day of classes for students)</b>
<b>November 17, 2015</b>	<b>NM ½ Day, Parent/Teacher Conferences</b>
<b>November 17-18, 2015</b>	<b>HS Parent/Teacher Conferences</b>
<b>November 18-19, 2015</b>	<b>MS Parent/Teacher Conferences</b>
<b>November 19, 2015</b>	<b>K-4 Buildings ½ Day, Parent/Teacher Conferences</b>
<b>November 25-27, 2015</b>	<b>Thanksgiving Break - No School</b>
<b>December 12, 2015 (Saturday)</b>	<b>HS ACT Testing</b>
<b>December 21, 2015 - January 1, 2016</b>	<b>Winter Break - No School</b>
<b>January 18, 2016</b>	<b>MLK Day - No School</b>
<b>January 29, 2016</b>	<b>Records Day - ½ Day School End of 2<sup>nd</sup> Marking Period</b>

<b>February 1, 2016</b>	<b>Beginning 3<sup>rd</sup> Marking Period</b>
<b>February 5, 2016</b>	<b>Report Cards</b>
<b>February 6, 2016 (Saturday)</b>	<b>HS ACT Testing</b>
<b>February 15 - 16, 2016</b>	<b>Mid-Winter Break - No School</b>
<b>March 10, 2016</b>	<b>MS Parent/Teacher Conferences</b>
<b>March 16, 2016</b>	<b>NM Parent/Teacher Conference</b>
<b>March 25, 2016</b>	<b>Good Friday - No School</b>
<b>April 4, 2016 - April 8, 2016</b>	<b>Spring Break - No School</b>
<b>April 12, 2016</b>	<b>MME Testing – 11<sup>th</sup> grade No School – 9<sup>th</sup>, 10<sup>th</sup> &amp; 12<sup>th</sup> grades only</b>
<b>April 12, 2016</b>	<b>HS Parent/Teacher Conferences</b>
<b>April 13, 2016</b>	<b>MME (WorkKeys) Testing – 11<sup>th</sup> grade HS late start - 9<sup>th</sup>, 10<sup>th</sup> &amp; 12<sup>th</sup> grades only</b>
<b>April 15, 2016</b>	<b>Records Day - ½ Day School End of 3<sup>rd</sup> Marking Period</b>
<b>April 18, 2016</b>	<b>Beginning of 4<sup>th</sup> Marking Period</b>
<b>April 21, 2016</b>	<b>K-4 Parent/Teacher Conferences</b>
<b>May 25, 2016</b>	<b>HS Senior Exams-Early Release (10:17 AM)</b>
<b>May 27, 2016 - May 30, 2016</b>	<b>Memorial Day Break - No School</b>
<b>June 17, 2016</b>	<b>Last Student Day - ½ Day School</b>

## 2015-2016 NEA STAFF CALENDAR

JULY 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
0 (T) days; 0 (S) days			1 =	2 =	3 =	4
5	6 =	7 =	8 =	9 =	10 =	11
12	13 =	14 =	15 =	16 =	17 =	18
19	20 =	21 =	22 =	23 =	24 =	25
26	27 =	28 =	29 =	30 =	31 =	
AUGUST 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3 =	4 =	5 =	6 =	7 =	8
9	10 =	11 =	12 =	13 =	14 =	15
16	17 =	18 =	19 =	20 =	21 =	22
23	24 =	25 =	26 =	27 =	28 =	29
30	31 *	1 (T) days; 0 (S) days				
SEPTEMBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
		1 *	2 &	3 *	4 =	5
6	7 =	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	20 (T) days; 17 (S) days		
OCTOBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
22 (T) days; 22 (S) days				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
NOVEMBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3 %	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25 +	26 =	27 =	28
29	30	18 (T) days; 17 (S) days				
DECEMBER 2015						
SUN	MON	TUE	WED	THU	FRI	SAT
14 (T) days; 14 (S) days		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 =	22 =	23 =	24 =	25 =	26
27	28 =	29 =	30 =	31 =		
JANUARY 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
19 (T) days; 19 (S) days					1 =	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 =	19	20	21	22	23
24/31	25	26	27	28	29 ^	30

**Semester I = 94 (T) days; 89 (S) days**

FEBRUARY 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 =	16 =	17	18	19	20
21	22	23	24	25	26	27
28	29	19 (T) days; 19 (S) days				
MARCH 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
		1 > Tentative	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25 =	26
27	28	29	30	31		
22 (T) days; 22 (S) days						
APRIL 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
16 (T) days; 16 (S) days					1	2
3	4 =	5 =	6 =	7 =	8 =	9
10	11	12	13	14	15 ^	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
MAY 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27 =	28
29	30 =	31	20 (T) days; 20 (S) days			
JUNE 2016						
SUN	MON	TUE	WED	THU	FRI	SAT
13 (T) days; 13 (S) days			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17 ^	18
19	20 =	21 =	22 =	23 =	24 =	25
26	27 =	28 =	29 =	30 =		

**Semester II = 90 (T) days; 90 (S) days**

LEGEND: Staff = (T) Students = (S)	
	& Teacher Work Day
	* Professional Development; Staff Only
	= Scheduled Breaks; No Staff & No Students
	% Staff Only; 4 hrs. Records Day; 3 hrs. comp time
	+ 7 hrs. Comp Time; No Staff & No Students
	> MME; Regular Day K-8 & 11; No Students 9, 10, 12
	^ Half Day; AM Staff & Students; PM Staff Records Day

<b>Total Staff Days (T) = 184</b>
<b>Total Student Days (S) = 179</b>

# 2015-2016 NEA STAFF CALENDAR



**Building Staff/Department/PLC Meetings:**

- No more than 3 meetings each month
- Twenty-four (24) total meetings per school year
- One (1) monthly meeting must be a PLC meeting; minimum of 9 hours per year (outside of scheduled PLC/Records days)

**Staff Evening Activities:**

- Up to four (4) evening activities (open house, curriculum night, parent/teacher conferences)
- No more than 10 hours per year
- No more than 3 hours per activity

**Compensation Time for Evening Activities:**

- November 3 – 3 hours for Evening Activities as scheduled by buildings
- November 25 – 7 hours for Evening Activities as scheduled by buildings

\*Note: If you are absent from an evening activity due to a non-school event, after comp time earned, you will be charged the hours through the appropriate category (personal business, personal illness, family illness).

**Records Days:**

- November 3: 4 hours records day
- January 29: A.M. Students, P.M. Records Day
- April 15: A.M. Students, P.M. Records Day
- June 17: A.M. Students, P.M. Records Day

**District Embedded Professional Development Hours:**

- August 31, September 1 & 3: 21 hours
- PLC Meetings: 9 hours

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Total PD Hours: 30 hours

**District Calendar:**

August 31	First Day for Staff
Aug. 31, Sept. 1 & 3	Professional Development
September 2	Teacher Work Day
September 4 - 7	Labor Day Break/No School
September 8	First Day for Students
November 3	Election Day/Staff Only/4 hours
	Records Day, 3 hours Comp Time for Evening Activities
November 25	7 hours Comp Time for Evening Activities
November 26 - 27	Thanksgiving Break/No School
November 30	Classes resume
Dec. 21 - Jan. 1	Winter Break/No School
January 4	Classes Resume
January 18	MLK Day/No School
January 29	Records Day; (S) A.M. / (T) Full Day
February 15 - 16	Mid-Winter Break/No School
February 17	Classes Resume
*March 1	K-8 – Regular School Day
	HS – All Staff Report
	MME – 11 <sup>th</sup> graders report
	Grades 9, 10 & 12/No School
March 25	Good Friday/No School
April 4 - 8	Spring Break/No School
April 11	Classes Resume
April 15	Records Day; (S) A.M. / (T) Full Day
May 27 - 30	Memorial Day Weekend/No School
June 17	Last Day of School
	Records Day; (S) A.M. / (T) Full Day

\*Subject to change; based on MDE schedule

## APPENDIX B-1

### 2015-16 and 2016-17 SALARY SCHEDULE - HIRED BEFORE JULY 1, 1996

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$39,581	\$41,155	\$43,483	\$44,750	\$46,079
2	41,871	43,599	46,357	47,586	48,961
3	44,161	46,043	49,231	50,422	51,843
4	46,451	48,487	52,105	53,258	54,725
5	48,741	50,931	54,979	56,094	57,607
6	51,031	53,375	57,853	58,930	60,489
7	53,321	55,819	60,727	61,766	63,371
8	55,611	58,263	63,601	64,602	66,253
9	57,901	60,707	66,475	67,438	69,135
10	60,191	63,151	69,349	70,274	72,017
11	62,481	65,595	72,223	73,110	74,899
12	64,771	68,039	75,097	75,946	77,781
13	67,061	70,483	77,971	78,782	80,663
14	69,351	72,927	80,845	81,618	83,545
15	71,438	75,180	83,495	84,237	86,210

#### LONGEVITY STEPS

16	71,932	75,700	84,093	84,821	86,806
17	72,426	76,220	84,651	85,405	87,402
18	72,920	76,740	85,229	85,989	87,998
19	73,414	77,260	85,807	86,573	88,594
20	73,908	77,780	86,385	87,157	89,190
21	74,402	78,300	86,963	87,741	89,786
22	74,896	78,820	87,541	88,325	90,382
23	75,390	79,340	88,119	88,909	90,978
24	75,884	79,860	88,697	89,493	91,574
25	76,378	80,380	89,275	90,077	92,170
26	76,872	80,900	89,853	90,661	92,766
27	77,366	81,420	90,431	91,245	93,362
28	77,867	81,946	91,010	91,818	93,969



**2015-16 and 2016-17 SALARY SCHEDULE - HIRED AFTER JUNE 30, 1996**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$39,581	\$41,155	\$43,483	\$44,750	\$46,079
2	41,871	43,599	46,357	47,586	48,961
3	44,161	46,043	49,231	50,422	51,843
4	46,451	48,487	52,105	53,258	54,725
5	48,741	50,931	54,979	56,094	57,607
6	51,031	53,375	57,853	58,930	60,489
7	53,321	55,819	60,727	61,766	63,371
8	55,611	58,263	63,601	64,602	66,253
9	57,901	60,707	66,475	67,438	69,135
10	60,191	63,151	69,349	70,274	72,017
11	62,481	65,595	72,223	73,110	74,899
12	64,771	68,039	75,097	75,946	77,781
13	67,061	70,483	77,971	78,782	80,663
14	69,351	72,927	80,845	81,618	83,545
15	71,438	75,180	83,495	84,237	86,210
<u>LONGEVITY STEPS</u>					
16	71,766	75,726	83,879	84,625	86,608
17	72,094	75,872	84,263	85,013	87,006
18	72,422	76,218	84,647	85,401	87,404
19	72,750	76,564	85,031	85,789	87,802
20	73,078	76,910	85,415	86,177	88,200
21	73,406	77,256	85,799	86,565	88,598
22	73,734	77,602	86,183	86,953	88,996
23	74,062	77,948	86,567	87,341	89,394
24	74,390	78,294	86,951	87,729	89,792
25	74,718	78,640	87,335	88,117	90,190
26	75,046	78,986	87,719	88,505	90,588
27	75,374	79,332	88,103	88,893	90,986
28	75,724	79,691	88,505	89,291	91,383

**APPENDIX B-1  
(Illustrative Salary Schedule)**

<b>Employees Hired After June 30, 1996</b>					
Step	BA	BA+15	MA	MA+15	MA+30
1	\$39,581	\$41,155	\$43,483	\$44,750	\$46,079
1.5	\$40,726	\$42,377	\$44,920	\$46,168	\$47,520
2	\$41,871	\$43,599	\$46,357	\$47,586	\$48,961
2.5	\$43,016	\$44,821	\$47,794	\$49,004	\$50,402
3	\$44,161	\$46,043	\$49,231	\$50,422	\$51,843
3.5	\$45,306	\$47,265	\$50,668	\$51,840	\$53,284
4	\$46,451	\$48,487	\$52,105	\$53,258	\$54,725
4.5	\$47,596	\$49,709	\$53,542	\$54,676	\$56,166
5	\$48,741	\$50,931	\$54,979	\$56,094	\$57,607
5.5	\$49,886	\$52,153	\$56,416	\$57,512	\$59,048
6	\$51,031	\$53,375	\$57,853	\$58,930	\$60,489
6.5	\$52,176	\$54,597	\$59,290	\$60,348	\$61,930
7	\$53,321	\$55,819	\$60,727	\$61,766	\$63,371
7.5	\$54,466	\$57,041	\$62,164	\$63,184	\$64,812
8	\$55,611	\$58,263	\$63,601	\$64,602	\$66,253
8.5	\$56,756	\$59,485	\$65,038	\$66,020	\$67,694
9	\$57,901	\$60,707	\$66,475	\$67,438	\$69,135
9.5	\$59,046	\$61,929	\$67,912	\$68,856	\$70,576
10	\$60,191	\$63,151	\$69,349	\$70,274	\$72,017
10.5	\$61,336	\$64,373	\$70,786	\$71,692	\$73,458
11	\$62,481	\$65,595	\$72,223	\$73,110	\$74,899
11.5	\$63,626	\$66,817	\$73,660	\$74,528	\$76,340
12	\$64,771	\$68,039	\$75,097	\$75,946	\$77,781
12.5	\$65,916	\$69,261	\$76,534	\$77,364	\$79,222
13	\$67,061	\$70,483	\$77,971	\$78,782	\$80,663
13.5	\$68,206	\$71,705	\$79,408	\$80,200	\$82,104
14	\$69,351	\$72,927	\$80,845	\$81,618	\$83,545
14.5	\$70,496	\$74,149	\$82,282	\$83,036	\$84,986
15	\$71,641	\$75,371	\$83,719	\$84,454	\$86,427
15.5	\$71,602	\$75,353	\$83,687	\$84,431	\$86,409
16	\$71,766	\$75,526	\$83,879	\$84,625	\$86,608
16.5	\$71,930	\$75,699	\$84,071	\$84,819	\$86,807
17	\$72,094	\$75,872	\$84,263	\$85,013	\$87,006
17.5	\$72,258	\$76,045	\$84,455	\$85,207	\$87,205
18	\$72,422	\$76,218	\$84,647	\$85,401	\$87,404
18.5	\$72,586	\$76,391	\$84,839	\$85,595	\$87,603
19	\$72,750	\$76,564	\$85,031	\$85,789	\$87,802
19.5	\$72,914	\$76,737	\$85,223	\$85,983	\$88,001
20	\$73,078	\$76,910	\$85,415	\$86,177	\$88,200
20.5	\$73,242	\$77,083	\$85,607	\$86,371	\$88,399
21	\$73,406	\$77,256	\$85,799	\$86,565	\$88,598
21.5	\$73,570	\$77,429	\$85,991	\$86,759	\$88,797
22	\$73,734	\$77,602	\$86,183	\$86,953	\$88,996
22.5	\$73,898	\$77,775	\$86,375	\$87,147	\$89,195
23	\$74,062	\$77,948	\$86,567	\$87,341	\$89,394

<b>Employees Hired Before July 1, 1996</b>					
Step	BA	BA+15	MA	MA+15	MA+30
1	\$39,581	\$41,155	\$43,483	\$44,750	\$46,079
1.5	\$40,726	\$42,377	\$44,920	\$46,168	\$47,520
2	\$41,871	\$43,599	\$46,357	\$47,586	\$48,961
2.5	\$43,016	\$44,821	\$47,794	\$49,004	\$50,402
3	\$44,161	\$46,043	\$49,231	\$50,422	\$51,843
3.5	\$45,306	\$47,265	\$50,668	\$51,840	\$53,284
4	\$46,451	\$48,487	\$52,105	\$53,258	\$54,725
4.5	\$47,596	\$49,709	\$53,542	\$54,676	\$56,166
5	\$48,741	\$50,931	\$54,979	\$56,094	\$57,607
5.5	\$49,886	\$52,153	\$56,416	\$57,512	\$59,048
6	\$51,031	\$53,375	\$57,853	\$58,930	\$60,489
6.5	\$52,176	\$54,597	\$59,290	\$60,348	\$61,930
7	\$53,321	\$55,819	\$60,727	\$61,766	\$63,371
7.5	\$54,466	\$57,041	\$62,164	\$63,184	\$64,812
8	\$55,611	\$58,263	\$63,601	\$64,602	\$66,253
8.5	\$56,756	\$59,485	\$65,038	\$66,020	\$67,694
9	\$57,901	\$60,707	\$66,475	\$67,438	\$69,135
9.5	\$59,046	\$61,929	\$67,912	\$68,856	\$70,576
10	\$60,191	\$63,151	\$69,349	\$70,274	\$72,017
10.5	\$61,336	\$64,373	\$70,786	\$71,692	\$73,458
11	\$62,481	\$65,595	\$72,223	\$73,110	\$74,899
11.5	\$63,626	\$66,817	\$73,660	\$74,528	\$76,340
12	\$64,771	\$68,039	\$75,097	\$75,946	\$77,781
12.5	\$65,916	\$69,261	\$76,534	\$77,364	\$79,222
13	\$67,061	\$70,483	\$77,971	\$78,782	\$80,663
13.5	\$68,206	\$71,705	\$79,408	\$80,200	\$82,104
14	\$69,351	\$72,927	\$80,845	\$81,618	\$83,545
14.5	\$70,496	\$74,149	\$82,282	\$83,036	\$84,986
15	\$71,641	\$75,371	\$83,719	\$84,454	\$86,427
15.5	\$71,685	\$75,440	\$83,784	\$84,529	\$86,508
16	\$71,932	\$75,700	\$84,073	\$84,821	\$86,806
16.5	\$72,179	\$75,960	\$84,362	\$85,113	\$87,104
17	\$72,426	\$76,220	\$84,651	\$85,405	\$87,402
17.5	\$72,673	\$76,480	\$84,940	\$85,697	\$87,700
18	\$72,920	\$76,740	\$85,229	\$85,989	\$87,998
18.5	\$73,167	\$77,000	\$85,518	\$86,281	\$88,296
19	\$73,414	\$77,260	\$85,807	\$86,573	\$88,594
19.5	\$73,661	\$77,520	\$86,096	\$86,865	\$88,892
20	\$73,908	\$77,780	\$86,385	\$87,157	\$89,190
20.5	\$74,155	\$78,040	\$86,674	\$87,449	\$89,488
21	\$74,402	\$78,300	\$86,963	\$87,741	\$89,786
21.5	\$74,649	\$78,560	\$87,252	\$88,033	\$90,084
22	\$74,896	\$78,820	\$87,541	\$88,325	\$90,382
22.5	\$75,143	\$79,080	\$87,830	\$88,617	\$90,680
23	\$75,390	\$79,340	\$88,119	\$88,909	\$90,978

**APPENDIX B-1  
(Illustrative Salary Schedule)**

<b>Employees Hired After June 30, 1996</b>					
Step	BA	BA+15	MA	MA+15	MA+30
23.5	\$74,226	\$78,121	\$86,759	\$87,535	\$89,593
24	\$74,390	\$78,294	\$86,951	\$87,729	\$89,792
24.5	\$74,554	\$78,467	\$87,143	\$87,923	\$89,991
25	\$74,718	\$78,640	\$87,335	\$88,117	\$90,190
25.5	\$74,882	\$78,813	\$87,527	\$88,311	\$90,389
26	\$75,046	\$78,986	\$87,719	\$88,505	\$90,588
26.5	\$75,210	\$79,159	\$87,911	\$88,699	\$90,787
27	\$75,374	\$79,332	\$88,103	\$88,893	\$90,986
27.5	\$75,538	\$79,505	\$88,295	\$89,087	\$91,185
28+	\$75,724	\$79,691	\$88,505	\$89,291	\$91,383

<b>Employees Hired Before July 1, 1996</b>					
Step	BA	BA+15	MA	MA+15	MA+30
23.5	\$75,637	\$79,600	\$88,408	\$89,201	\$91,276
24	\$75,884	\$79,860	\$88,697	\$89,493	\$91,574
24.5	\$76,131	\$80,120	\$88,986	\$89,785	\$91,872
25	\$76,378	\$80,380	\$89,275	\$90,077	\$92,170
25.5	\$76,625	\$80,640	\$89,564	\$90,369	\$92,468
26	\$76,872	\$80,900	\$89,853	\$90,661	\$92,766
26.5	\$77,119	\$81,160	\$90,142	\$90,953	\$93,064
27	\$77,366	\$81,420	\$90,431	\$91,245	\$93,362
27.5	\$77,613	\$81,680	\$90,720	\$91,537	\$93,660
28+	\$77,867	\$81,946	\$91,010	\$91,818	\$93,969

**APPENDIX B-2**  
**Schedule B - Category A**  
**Competitive Sports and Clubs**

Compensation Calculated off of a base of \$39,500 (except fixed rate stipends)

Sport	Year 1	Year 3	Year 5	Year 7	Year 9
<b>FOOTBALL</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Assistant (x3)	8%	8.3%	8.6%	8.9%	9.2%
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
JV Assistant	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Freshman Assistant	6%	6.2%	6.4%	6.6%	6.8%
Middle School Coach (x4)	5%	5.2%	5.4%	5.6%	5.8%
<b>BASKETBALL Boys and Girls</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Middle School (7 <sup>th</sup> and 8 <sup>th</sup> grade)	5%	5.2%	5.4%	5.6%	5.8%
<b>HOCKEY</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
<b>VOLLEYBALL</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Middle School (7 <sup>th</sup> and 8 <sup>th</sup> grade)	5%	5.2%	5.4%	5.6%	5.8%
<b>WRESTLING</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Middle School (7 <sup>th</sup> and 8 <sup>th</sup> grade)	5%	5.2%	5.4%	5.6%	5.8%
<b>SWIM and DIVE Boys and Girls</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Assistant *	8%	8.3%	8.6%	8.9%	9.2%
Varsity Dive Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School Swim Coach (x2)	5%	5.2%	5.4%	5.6%	5.8%
Middle School Head Dive Coach	5%	5.2%	5.4%	5.6%	5.8%

<b>Sport</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Year 7</b>	<b>Year 9</b>
<b>BASEBALL</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	6%	6.2%	6.4%	6.6%	6.8%
<b>SOFTBALL</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Middle School	5%	5.2%	5.4%	5.6%	5.8%
<b>COMPETITIVE CHEER</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Middle School - winter	5%	5.2%	5.4%	5.6%	5.8%
<b>POM PON</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School - fall	3%	3.1%	3.2%	3.3%	3.4%
Middle School - winter	3%	3.1%	3.2%	3.3%	3.4%
<b>SOCCER Boys and Girls</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School	5%	5.2%	5.4%	5.6%	5.8%
<b>TRACK AND FIELD Boys and Girls</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Assistant (x2)	7%	7.3%	7.6%	7.9%	8.2%
Middle School*	5%	5.2%	5.4%	5.6%	5.8%
<b>SKI (Combined Team) Boys and Girls</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Assistant	7%	7.3%	7.6%	7.9%	8.2%

<b>Sport</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Year 7</b>	<b>Year 9</b>
<b>LACROSSE Boys and Girls</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School (boys only)	5%	5.2%	5.4%	5.6%	5.8%
<b>TENNIS Boys and Girls</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
<b>FIELD HOCKEY</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
<b>CROSS COUNTRY Boys and Girls</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
Varsity Assistant (1 per team)	6%	6.2%	6.4%	6.6%	6.8%
Middle School	5%	5.2%	5.4%	5.6%	5.8%
<b>SIDELINE CHEER</b>					
Varsity Head Coach	8%	8.3%	8.6%	8.9%	9.2%
JV Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Freshman Head Coach	5%	5.2%	5.4%	5.6%	5.8%
Middle School - fall	3%	3.1%	3.2%	3.3%	3.4%
<b>GOLF Boys and Girls</b>					
Varsity Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
<b>BOWLING (Combined Team) Boys and Girls</b>					
Varsity Head Coach	8%	8.3%	8.6%	8.9%	9.2%
<b>COMP. MARCHING BAND</b>					
Director	8%	LOA			
<b>NOVI DANCE COMPANY</b>					
Director	6%	LOA			

\*All sports that are identified with Boys and Girls teams will be provided one coach for the boys' team and one coach for the girls' team at each level unless specified differently in the contract.

### **COACHES AIDES**

In an effort to provide the safest environment possible for students it may be necessary to add additional Coaches' Aides for some sports based on level of participation. Additional Coaches' Aides will be added based on the following requirements:

### **COACHES' AIDES PAY**

High School - \$1,000

Middle School - \$750

<b>Sport</b>	<b>Assistant Coaches</b>	<b>Coaches' Aides</b>
Swim	1	1 <sup>st</sup> Coach's Aide on the 40 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on the 60 <sup>th</sup> participant
High School Track and Field	2	1 <sup>st</sup> Coach's Aide on the 100 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on the 150 <sup>th</sup> participant
Middle School Track and Field	2	1 <sup>st</sup> Coach's Aide on the 100 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on the 150 <sup>th</sup> participant
Middle School Football	1 per team	1 <sup>st</sup> Coach's Aide on the 45 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on 60 <sup>th</sup> participant

Size of team will be determined on the first day of official practice so as to add a Coaches' Aide in a timely fashion. If at the time of the first competition the team numbers drop below the levels described above, the Coaches' Aides can be removed, and will be paid a prorated portion of the compensation prescribed for that position. Coaches Aides will not be dropped after the first competition.

High School Track and Field assistants will be hired, as much as possible, based on expertise based on specific events. Assistant coaches for track and field are expected to work with both teams (boys and girls) whenever possible and practical.

### **Middle School Sports with Multiple Teams (Basketball and Volleyball)**

To Be Determined

## High School Competitive Clubs

<b>Club</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Year 7</b>	<b>Year 9</b>
<b>DEBATE</b>					
Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Assistant Coach*	4%	4.1%	4.2%	4.3%	4.4%
<b>FORENSICS</b>					
Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Assistant Coach *	4%	4.1%	4.2%	4.3%	4.4%
<b>QUIZ BOWL</b>					
Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Assistant Coach*	4%	4.1%	4.2%	4.3%	4.4%
<b>ROBOTICS</b>					
Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Assistant Coach*	4%	4.1%	4.2%	4.3%	4.4%
<b>DECA</b>					
Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Assistant Coach*	4%	4.1%	4.2%	4.3%	4.4%
<b>HOSA</b>					
Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Assistant Coach*	4%	4.1%	4.2%	4.3%	4.4%

\*Assistant Coaches are paid positions only if there are 31 or more students in the club.



**HIGH SCHOOL COACHES’ AIDES**

In an effort to provide the safest environment possible for students it may be necessary to add additional Coaches’ Aides for some competitive clubs based on the level of participation. Additional Coaches’ Aides will be added based on the following requirements:

<b>Club</b>	<b>Assistant Coaches</b>	<b>Coaches’ Aides</b>
Debate	1	1 <sup>st</sup> Coaches’ Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant
Forensics	1	1 <sup>st</sup> Coaches’ Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant
Quiz Bowl	1	1 <sup>st</sup> Coaches’ Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant
Robotics	1	1 <sup>st</sup> Coaches’ Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant
DECA	1	1 <sup>st</sup> Coaches’ Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant
HOSA	1	1 <sup>st</sup> Coaches’ Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant

Size of club will be determined on the first official meeting so as to add an assistant in a timely fashion. If at the time of the first competition the team numbers drop below the levels described above, the Coach’s Aide can be removed, and will be paid a prorated portion of the compensation prescribed for that position. Coach’s Aides will not be dropped after the first competition.

Experience will advance a coach (athletics and clubs) on the salary schedule every other year (years 3, 5, 7, 9) for a maximum of 9 years coaching the same sport at the secondary level. Experience may be granted to new hires with previous experience coaching the same sport or club at a comparable age and level (i.e. secondary level).

**Athletic Aides**

<b>SEASON</b>	<b>SCHOOL</b>	<b>FLAT RATE</b>
Fall (x2)	High School	\$2,250
Winter (1)	High School	\$2,250
Spring (1)	High School	\$2,250
Fall (1)	Middle School	\$1,250
Winter (x2)	Middle School	\$1,250
Spring (1)	Middle School	\$1,250

\*High School schedulers will receive an additional \$250 per season.  
Middle School Athletic Aides may not be athletic coaches in the same season.

### **Smoothing of Pay Reduction**

For coaches whose pay is reduced in 2016-17 from 2015-16, the amount will be reduced evenly over five (5) years beginning in 2016-17. For example, if a coaches' pay is reduced from \$5,000 in 2015-16 (excluding postseason pay) to \$4,500 in the revised schedule above, the coaches' pay will be \$4,900 in 2016-17, \$4,800 in 2017-18, \$4,700 in 2018-19, \$4,600 in 2019-2020 and \$4,500 in 2020-21. The pay will revert to the revised schedule above once the position is vacated.

### **2015-16 Schedule B Pay**

The pay for 2015-16 Schedule B will not increase from the 2014-15 amount.

**APPENDIX B-2**  
**Schedule B - Category B**  
**Academic Positions**

<b>Participants</b>	<b>Head Director</b>		<b>Points</b>	<b>vs. Preparation Time Chart</b>
	HS	15		
	MS	12		
	NM	9		
	ELE	3		
	<b>Asst. Director/Musicals/Drama/Other activities</b>			
	HS	7.5		
	MS/NM	4.5		
ELE	1.5			

<b>Participants</b>				
<b>Preparation Time</b>	<50	50-100	>100	
75	4	5	7	
150	5	6	8	
225	6	7	9	
300	7	8	10	

<b>Experience Level:</b>	1 to 8 years	1.5 points/year
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<b>Length of Season:</b>	1.5 points/month (Outside school day)	
	(21 contact days =1 month)	

<b>Longevity:</b>	11 years	2 points
	14 years	4 points
	17 years	6 points

<b>POSITION</b>	<b>CATEGORY</b>	<b>LEVEL</b>	<b>Base Points</b>	<b>Season Length</b>	<b>Experience Level</b>	<b>Part/Prep</b>	<b>Total Points</b>
Odyssey of the Mind	OTHER ACTIVITIES	ELE	3	3.5	1.5	3	11.0
Band Director N.M.	PERFORMING ARTS	NM	9	9	1.5	10	29.5
Band Director N.M.	PERFORMING ARTS	NM	9	9	1.5	10	29.5
Vocal Music Dir.	PERFORMING ARTS	NM	9	9	1.5	10	29.5
Vocal Music Dir.	PERFORMING ARTS	NM	9	9	1.5	10	29.5
Strings Director – 5 <sup>th</sup>	PERFORMING ARTS	NM	9	0	1.5	5	15.5
Strings Director – 6 <sup>th</sup>	PERFORMING ARTS	NM	9	0	1.5	5	15.5
Band Director	PERFORMING ARTS	MS	12	9	1.5	10	32.5
Choral Director	PERFORMING ARTS	MS	12	4.5	1.5	9	27.0
Drama Director/Fall	PERFORMING ARTS	MS	4.5	4.5	1.5	4	14.5
Drama Director/Spring	PERFORMING ARTS	MS	4.5	4.5	1.5	4	14.5
Strings Director – 7 <sup>th</sup>	PERFORMING ARTS	MS	6	9	1.5	5	21.5
Strings Director – 8 <sup>th</sup>	PERFORMING ARTS	MS	6	9	1.5	5	21.5
Newspaper Sponsor	OTHER ACTIVITIES	MS	4.5	2.25	1.5	6	14.3

<u>POSITION</u>	<u>CATEGORY</u>	<u>LEVEL</u>	<u>Base Points</u>	<u>Season Length</u>	<u>Experience Level</u>	<u>Part/Prep</u>	<u>Total</u>
Talent Show	PERFORMING ARTS	MS	4.5	2.25	1.5	3	11.3
Advance Plcm't. Coord.	OTHER ACTIVITIES	HS	7.5	12	1.5	8	29.0
Asst. Band Director	PERFORMING ARTS	HS	7.5	12	1.5	6	27.0
Asst. Band Director	PERFORMING ARTS	HS	7.5	12	1.5	6	27.0
Asst. Mus. Dir.-Chorg.	PERFORMING ARTS	HS	7.5	2.25	1.5	3	14.3
Asst. Mus. Dir.-Orch.	PERFORMING ARTS	HS	7.5	2.25	1.5	3	14.3
Asst. Mus. Dir.-Prod.	PERFORMING ARTS	HS	7.5	2.25	1.5	3	14.3
Asst. Mus. Dir.-Tech.	PERFORMING ARTS	HS	7.5	2.25	1.5	6	17.3
Asst. Drama Dir.	PERFORMING ARTS	HS	7.5	2.25	1.5	6	17.3
Asst. Mus. Dir.-Costume	PERFORMING ARTS	HS	7.5	2.25	1.5	3	14.3
Asst. Mus. Dir.-Set/Prop.	PERFORMING ARTS	HS	7.5	2.25	1.5	3	14.3
Asst. Choral Director	PERFORMING ARTS	HS	7.5	12	1.5	6	27.0
Band Director	PERFORMING ARTS	HS	15	12	1.5	10	38.5
Marching Band Dir.	PERFORMING ARTS	HS	7.5	4.5	1.5	10	23.5
Choral Director	PERFORMING ARTS	HS	15	12	1.5	7	35.5
Destination Imagin.	OTHER ACTIVITIES	HS					0.0
Drama Director-Fall	PERFORMING ARTS	HS	15	2.25	1.5	6	24.8
Drama Director-Winter	PERFORMING ARTS	HS	15	2.25	1.5	6	24.8
Flag Corps (District)	OTHER ACTIVITIES	HS	7.5	2.25	1.5	6	17.3
Musical Director	PERFORMING ARTS	HS	15	2.25	1.5	9	27.8
Musical Producer	PERFORMING ARTS	HS	15	2.25	1.5	9	27.8
Newspaper	OTHER ACTIVITIES	HS	7.5	6.75	1.5	6	21.8
Percussion - Fall	PERFORMING ARTS	HS	7.5	2.25	1.5	4	15.3
Percussion - Winter	PERFORMING ARTS	HS	7.5	2.25	1.5	4	15.3
Writing Support	OTHER ACTIVITIES	HS	7.5	5	1.5	3	17.0
Yearbook	OTHER ACTIVITIES	HS	7.5	5	1.5	6	20.0

## APPENDIX B-2 Schedule B - Category C Club Positions

**Base Pay** 5 points

**Participants vs. Preparation Time Chart**

Time Commitment	Participants			
	<50	50-100	100-150	>150
<50	1	2	3	4
50-100	2	3	4	5
100-150	3	4	5	6
150-200	4	5	6	7
>200	5	6	7	8

**Experience:** 1-8 years (1.0 points per year)

**Longevity:**

11 years	1 point
14 years	2 points
17 years	3 points

<u>POSITION</u>	<u>CATEGORY</u>	<u>Level</u>	<u>Base Pay</u>	<u>Experience Level</u>	<u>Part/Prep</u>	<u>Total Points</u>
Deerfield	SAFETY PATROL	ELE	5	1	2	8.0
Novi Woods	SAFETY PATROL	ELE	5	1	2	8.0
Orchard Hills	SAFETY PATROL	ELE	5	1	2	8.0
Parkview	SAFETY PATROL	ELE	5	1	2	8.0
Village Oaks	SAFETY PATROL	ELE	5	1	2	8.0
Camp Coordinator	CLUBS & ACTIVITIES	NM	5	1	6	12.0
Camp Coordinator	CLUBS & ACTIVITIES	NM	5	1	6	12.0
Camp Sponsor	CLUBS & ACTIVITIES	NM	5	1	1	7.0
Chess Club	CLUBS & ACTIVITIES	NM	5	1	1	7.0
Choir Club	CLUBS & ACTIVITIES	NM	5	1	5	11.0
Games Club	CLUBS & ACTIVITIES	NM	5	1	5	11.0
Geography Club	CLUBS & ACTIVITIES	NM	5	1	5	11.0
Intramurals-Boys	ATHLETICS:	NM	5	1	3	9.0
Intramurals-Girls	ATHLETICS:	NM	5	1	3	9.0
Math Club	CLUBS & ACTIVITIES	NM	5	1	2	8.0
Photography Club	CLUBS & ACTIVITIES	NM	5	1	2	8.0
Student Council	CLUBS & ACTIVITIES	NM	5	1	3	9.0
Technology Club	CLUBS & ACTIVITIES	NM	5	1	3	9.0
Yearbook	CLUBS & ACTIVITIES	NM	5	1	3	7.0
Young Astronauts	CLUBS & ACTIVITIES	NM	5	1	3	9.0
7/8 Intramurals	ATHLETICS	MS	5	1	1	7.0
Art Club	CLUBS & ACTIVITIES	MS	5	1	2	8.0
Games Club	CLUBS & ACTIVITIES	MS	5	1	4	10.0
Golf Club	CLUBS & ACTIVITIES	MS	5	1	3	9.0

<u>POSITION</u>	<u>CATEGORY</u>	<u>Level</u>	<u>Base Pay</u>	<u>Experience Level</u>	<u>Part/Prep</u>	<u>Total Points</u>
Interact	CLUBS & ACTIVITIES	MS	5	1	3	9.0
Lego Club	CLUBS & ACTIVITIES	MS	5	1	1	7.0
M.S. Literary Club	CLUBS & ACTIVITIES	MS	5	1	5	11.0
M.S. Model Bldg. Club	CLUBS & ACTIVITIES	MS	5	1	1	7.0
Math	CLUBS & ACTIVITIES	MS	5	1	3	9.0
Pep Club	CLUBS & ACTIVITIES	MS	5	1	1	7.0
Quest Club	CLUBS & ACTIVITIES	MS	5	1	3	9.0
Science Club	CLUBS & ACTIVITIES	MS	5	1	3	9.0
Ski Club	CLUBS & ACTIVITIES	MS	5	1	5	11.0
Student Council	CLUBS & ACTIVITIES	MS	5	1	3	9.0
Yearbook	CLUBS & ACTIVITIES	MS	5	1	8	14.0
9th Grade	CLASS SPONSORS	HS	5	1	4	10.0
9th Grade	CLASS SPONSORS	HS	5	1	4	10.0
10th Grade	CLASS SPONSORS	HS	5	1	5	11.0
10th Grade	CLASS SPONSORS	HS	5	1	5	11.0
11th Grade	CLASS SPONSORS	HS	5	1	7	13.0
11th Grade	CLASS SPONSORS	HS	5	1	7	13.0
12th Grade	CLASS SPONSORS	HS	5	1	6	12.0
12th Grade	CLASS SPONSORS	HS	5	1	6	12.0
Art Club	ACADEMIC CLUB	HS	5	1	3	9.0
Computer Club	ACADEMIC CLUB	HS	5	1	1	7.0
Creative Writing	ACADEMIC CLUB	HS		1		1.0
Dance Club	ACADEMIC CLUB	HS	5	1	2	8.0
D.E.C.A.	ACADEMIC CLUB	HS	5	1	5	11.0
Drama Club (Thespian)	ACADEMIC CLUB	HS	5	1	5	11.0
French	ACADEMIC CLUB	HS	5	1	3	9.0
German	ACADEMIC CLUB	HS	5	1	2	8.0
Interact Club	ACADEMIC CLUB	HS	5	1	4	10.0
International	ACADEMIC CLUB	HS	5	1	1	7.0
Japanese Club	ACADEMIC CLUB	HS	5	1	1	7.0
Math Club	ACADEMIC CLUB	HS	5	1	2	8.0
Model U.N. Club	ACADEMIC CLUB	HS	5	1	5	11.0
Nat'l Honor Society	ACADEMIC CLUB	HS	5	1	6	12.0
Photo Club	ACADEMIC CLUB	HS				0.0
SADD	ACADEMIC CLUB	HS	5	1	4	10.0
Science	ACADEMIC CLUB	HS	5	1	2	8.0
Spanish	ACADEMIC CLUB	HS	5	1	1	7.0
SPUD	ACADEMIC CLUB	HS	5	1	2	8.0

**APPENDIX B-2**  
**Schedule B - Category D**  
**Co-Curricular Activities and Formulas**

**A. Compensation**

1. Hourly Rate Assignments

Auditorium Activities Coordinator	\$20.00/hour
Bus Chaperone	\$20.00/event
District Sanctioned Curriculum	\$25.00/hour
Festival of the Arts Sponsor – High School (max 10 hours)	\$20.00/hour *
Graphic Arts Coordinator	\$20.00/hour
Performance Chaperone	\$20.00/event *
Radio Sponsor	\$20.00/hour
Summer School Class Instructor	\$24.00/hour
K-6 Visual Arts Sponsor (max 10 hours)	\$20.00/hour
Test Proctor	\$24.00/hour
21 F Mentor	

2. Flat Rate Assignments

Each probationary iObservation mentor will receive a stipend of \$200 per school year.

For Art and Elementary Music, payment shall be \$400 per event, capped at \$2,000 per school year.

Reproductive Education Supervisor - \$1,000.00

Content Area Leaders:

1 <sup>st</sup> year:	\$2,500*
2 <sup>nd</sup> year:	\$3,000*
3 <sup>rd</sup> year:	\$3,500*

\*Current Content Area Leaders will be paid at the above rates until their term expires. After the expiration of their term or for new Content Area Leaders, the pay for Content Area Leader positions will be \$2,500.

If a Content Area Leader position is shared by two (2) teachers (by prior administrative approval), each teacher shall receive 60% of the applicable stipend.

Additional compensation may be earned for special projects based on approval from the Office of Academics. The additional compensation will be based on the Curriculum rate of \$25 per hour. The project, and the amount, shall be agreed upon, in writing, before the project can begin.

## Contest Workers

		Tickets	Event Staff	Announcer	Score clock
<b>FALL</b>	Varsity Football	\$60.00 (Manager) \$40.00	\$40.00	\$40.00	\$40.00
	JV Football	\$60.00		\$60.00	\$60.00
	Soccer	\$40.00		\$60.00	\$60.00
	Swim	\$35.00			
	Volleyball	\$60.00 (JV/V) \$35.00 (FR)			\$60.00 (JV/V) \$35.00 (FR)
<b>WINTER</b>	Basketball	\$60.00 \$35.00 (FR)	\$60.00	\$60.00	\$60.00 \$35.00 (FR)
	Competitive Cheer	\$35.00		\$40.00	
	Hockey	\$35.00		\$40.00	
	Swim	\$35.00			
	Wrestling	\$40.00	\$60.00		
<b>SPRING</b>	Lacrosse	\$60.00		\$60.00	\$60.00
	Soccer	\$40.00		\$60.00	\$60.00
	Track	\$40.00		\$60.00	

<b>Middle School</b>	Soccer	\$30.00
	Football	\$30.00
	Volleyball	\$35.00
	Basketball	\$40.00
	Lacrosse	\$35.00

- B. In accordance with Appendix B-2, the following process will be used to establish a new co-curricular organization:
1. Interested parties must submit an application to the Co-Curricular (Schedule B) Committee by October 1<sup>st</sup> of the current school year.
  2. The Co-Curricular Committee will review the application for approval for a trial period by October 31<sup>st</sup> of the current school year.
  3. The trial period must be a minimum of seven (7) school months. The trial period for district initiatives, implemented by administration, will be waived.
  4. Following the end of the trial period, the sponsor of the trial co-curricular activity must submit documentation that includes but is not limited to the co-curricular activity mission; significant connection to curriculum and/or district mission, vision or goals; meeting minutes; attendance logs; yearly reflection/summary; activities, etc.
  5. The building administrator who oversees Schedule B or his/her designee will conduct a review of the documentation and will submit a recommendation to the Co-Curricular Committee by May 1<sup>st</sup> of the current school year.



6. If approved by the Co-Curricular Committee, the co-curricular activity will be brought to the Board of Education for final approval and addition to the collective bargaining agreement.
  7. If support does not exist by the Co-Curricular Committee, a written notification with the rationale and/or justification for the decision shall be submitted to the trial activity sponsor.
- C. When the Board determines to either create a new Co-Curricular position or desires to revise the category of an existing Co-Curricular position, the Board shall notify the Co-Curricular Review Committee, in writing.
1. In the event a new position cannot, by consensus of the Co-Curricular Review Committee, be placed in an existing category, the Board shall establish the category and rate of pay, designating them as temporary, and notify the Association, in writing, of its action.
  2. The category and rate of pay, if established by the Board as provided above, shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Association. During this thirty (30) day period, the Association may request, in writing, that the Board negotiate the permanent category and rate of pay for the newly established position.
  3. If as a result of negotiations between the parties, a different category and/or rate of pay is established for the position, except as otherwise may be mutually agreed by the parties, the permanent rate of pay shall be paid effective upon the date the individual(s) filling the position(s) started working in the positions(s).
  4. If the parties are unable to mutually agree regarding the appropriate category and/or rate of pay for a newly created position, the issue may be submitted to binding arbitration. The arbitrator shall render his/her decision solely based on the positions of the parties.
  5. If the Co-Curricular Review Committee does not reach consensus on the revision of category or pay rate for an existing position reflected in Appendix B-2, neither the Board or the Association shall be required to negotiate over that matter until bargaining for a successor contract.
  6. Within thirty (30) days of the ratification of the successor contract to the 2013-2015 Agreement, the Co-Curricular Review Committee will be convened.
- D. A Co-Curricular Review Committee consisting of up to three (3) representatives each appointed respectively by the Board and the Association will be formed by February 1 annually to review Schedule B categories, compensation and the placement of Schedule B positions with respect to those matters. Any recommendations forthcoming from the Committee will be presented to the Board and the Association by June 1 annually.

E. When a new position has been assigned a permanent category and rate of pay or when there is a change in the category or rate of pay for an existing position, those modifications shall, upon approval of the Board and the Association, be included in this Agreement.

F. Vacancies

1. For the purpose of this Agreement, a vacancy shall be defined as an existing position that is unfilled, a newly established position, or a position which is filled but which the Board declared will be vacant. A position or positions will be considered vacant at the end of the school year upon retirement of NEA employees who possess a Schedule B position(s) in the District. Current retirees, as of August 2015, or prior, who have maintained their coaching position will not have their positions considered vacant.
2. Vacancies will be posted following the District hiring procedures. However, for positions that are approved through the process outlined in Section B of this Article, those positions will not be posted, and the employee who sponsored the position will be given first consideration.
3. When filling co-curricular vacancies, qualified teachers within the bargaining unit will be given preference over non-bargaining unit members if their experience, competency, and qualifications are equal.
4. Vacancies will be filled on the basis of the experience, competency and qualifications of the applicants using the agreed upon interview rubric.
5. Disputes regarding Head Coaching positions arising out of this section can be resolved through the grievance process in Article 5 of this Agreement.

G. Evaluations

Co-curricular leaders and coaches will receive a written evaluation each year during their first three (3) years in the position and thereafter on a three (3) year rotating basis.

## **Application for New Co-Curricular Activity within Appendix B-2**

**Name of Co-Curricular Activity:** \_\_\_\_\_

**Sponsor Name:** \_\_\_\_\_

(Must be a staff member in the building where proposed activity will take place)

### **Contact Information**

**Preferred email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

### **Mission**

What is the mission of the proposed activity?

### **Need/Purpose**

Why is there a need for an activity such as this? How is it connected to curriculum and/or the district's mission, vision or goals?

### **Existing Activities**

Please list the names of any current co-curricular activities that exist in the building as well as the district that have a similar purpose.

### **Vision**

What do you see for the future of this group? What impact can it have within the school and or community? What would it look like in five years for you to consider it a success?

### **Meeting Schedule, Agendas and Attendance**

\*Please attach meeting schedule, agendas and attendance for the trial period.

**APPENDIX C**  
**GRIEVANCE FORM**

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

**Contract Year 20** \_\_ - **20** \_\_

**Distribution of Forms:**

- |                |                             |                 |
|----------------|-----------------------------|-----------------|
| 1. Teacher     | 3. Administrator/Supervisor | 5. School Board |
| 2. Association | 4. Superintendent/Designee  | 6. Arbitrator   |

**NAME OF GRIEVANT:** \_\_\_\_\_

**Teaching Assignment:** \_\_\_\_\_ **Building:** \_\_\_\_\_

**LEVEL ONE**

**Date of Level One Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEVEL TWO**

**Statement of Grievance:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relevant Agreement (Contract) Provision(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Date Grievance Occurred:** \_\_\_\_\_

---

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEVEL TWO CONTINUED:**

Date Written Grievance Filed with Immediate Administrative Supervisor: \_\_\_\_\_

Disposition of Immediate Administrative Supervisor: \_\_\_\_\_

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Signature of Immediate Administrative Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL THREE:**

Date Written Grievance Filed with Superintendent or Designee: \_\_\_\_\_

Disposition of Superintendent or Designee: \_\_\_\_\_

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Signature of Superintendent or Designee: \_\_\_\_\_

Date: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL FOUR:**

Date Written Grievance Filed with Board of Education: \_\_\_\_\_

Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position of Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL FIVE:**

Date the District Notified of Decision to File/Not File for Arbitration: \_\_\_\_\_

Date Filed for Arbitration: \_\_\_\_\_

Date Grievance Withdrawn and Not Filed for Arbitration: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Agreement  
Between The  
Novi Community School District  
And The  
Novi Education Association

Advancement on the Salary Schedule

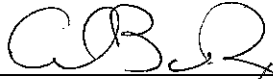
The parties agree that for the 2015-16 school year, a Teacher must have earned a rating of Effective or Highly Effective on his/her 2014-15 end of the year final evaluation, to advance on the agreed upon salary schedule (Appendix B-1).

For the 2016-17 school year, a Teacher must have earned a rating of Effective or Highly Effective on their end of the year final evaluation for the 2015-16 school year to advance on the agreed upon salary schedule (Appendix B-1).

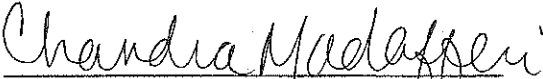
The ability to advance to a higher salary lane upon the achievement of an additional degree or education will not be impacted by the overall effectiveness rating received by the Teacher in 2014-15 or 2015-16 school year.

The parties agree that the final evaluations are determined by the building administrators or director supervisors using the District evaluation model.

Agreed,

  
\_\_\_\_\_  
Novi Community School District

11.23.14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Novi Education Association

11.23.2015  
\_\_\_\_\_  
Date

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