

**2012-201
MASTER AGREEMENT**

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

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INTRODUCTION

This Agreement entered into, September 1, 2012 by and between the Board of Education of the South Lyon Community School District, Oakland County, Michigan (the "EMPLOYER") and the South Lyon Education Association, MEA/NEA, a Michigan corporation, (the "ASSOCIATION"), affiliated with the Michigan Education Association, (the "MEA") shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the Employer and the Association recognize and declare that providing a quality education for the children enrolled in the South Lyon Community Schools is their mutual aim, and

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

In consideration of the following mutual covenants, it is agreed as follows:

ARTICLE I. RECOGNITION

- 1.1 The Employer recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, PA of 1965 (the Michigan Public Employment Relations Act, MCL 423.211), as amended, for all certified teaching personnel under contract, and/or on leave, but excluding supervisory and executive, office, clerical, maintenance and operating employees, and food service personnel.
- A. The term "teacher" shall refer to all employees represented by the Association in the bargaining unit as defined above.
 - B. The term non-teaching professional staff member (NTPSM) shall include those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act.
 - C. The term "employer" shall mean the Board of Education of the South Lyon Community School District and shall include its designee, upon whom the Board has conferred authority to act in its place and stead.
 - D. The term "days" shall refer to days when school is in session.

- 1.2 The Employer agrees not to negotiate with an organization other than that designated as the representative pursuant to Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et. seq.) as amended, for the duration of this Agreement.

ARTICLE II. TEACHER RIGHTS

- 2.1 A. Each teacher, upon request, may review the contents of his/her personnel files excluding credential packets and data supplied by universities and other employers that are of a confidential nature. A representative of the Association may, upon request from the teacher, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items:

All teacher evaluation reports and recommendations

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

Evidence of certification to be supplied by the teacher

Copy of annual contract/salary notification.

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

- D. Procedures used in implementing the Freedom of Information Act (FOIA) as it applies to the personnel files of NTPSM shall be as follows:

When a disciplinary investigation is in process, all materials relating to it shall be kept in a separate file until a determination of the investigation has been made. If the charge is unsubstantiated, all materials relating to the incident shall be destroyed unless retention is required by law. If discipline is imposed, it shall become part of the NTPSM's file.

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

ARTICLE III. TEACHER RESPONSIBILITIES

- 3.1 It is the responsibility of the Association and each individual teacher to honor Board policies and administrative regulations that are not in conflict with the terms of this Agreement.

3.2 The teachers' responsibilities to their students and their profession entail the performance of duties and the expenditure of time beyond the regular classroom duty hours, which include:

- A. Careful daily preparation of lesson plans to meet the needs of students on different levels of ability. Plans should be available for review by appropriate supervisors and for use by substitutes and shall include a general course outline to cover anticipated or unanticipated long-term absence by the teacher.
- B. Objective evaluation of the progress of each student
- C. Observation of students in a variety of circumstances and recording of pertinent information for confidential use by teachers, counselors, and principal.
- D. Discussion of student learning problems with parents in a professional and objective manner.
- E. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual hours impossible.
- F. Participation in curricular activities intended for individual professional growth of teachers and for the progressive evaluation of the K-12 curriculum.
 - (1) Faculty meetings.
 - (2) Department meetings to discuss immediate problems.
 - (3) Grade-level meetings to discuss current policy, develop budget requests, or coordinate teaching efforts in a subject area.
 - (4) Discussion period with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
 - (5) Previewing audio-visual materials.
 - (6) Examination of new tests and teaching equipment.
 - (7) Reading professional journals.

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

- A. Parent Teacher Conferences (Whenever possible, all secondary level conferences will be held on Thursdays).
 - B. Fall Curriculum Night
- 3.4 Each teacher should deem it his/her responsibility to participate in public-oriented activities related to his/her teaching assignment and building, such as:
- A. Public performances of children in plays, concerts, athletics, etc.
 - B. Graduation and/or Honors night.
- 3.5 Each teacher should deem it his/her responsibility to volunteer for extra-curricular activities. In the absence of volunteers, the principal will assign these duties on a rotational basis.
- 3.6 In order to provide continuing health protection for the students and other school personnel, it shall be the policy of the District that upon initial employment each employee shall provide, by certification of a physician, evidence of such state of health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.
- 3.7 Teachers who are going to be absent shall notify the Automated Guest Teacher Service as early as possible to report unavailability for each day of absence. After 6:30 a.m., the teacher shall notify the Personnel Bookkeeper, or his/her designee.
- A. If the teacher has notified the Personnel Bookkeeper, or his/her designee or the Automated Guest Teacher Service that he/she will be out a specific number of days, it will not be necessary to call again unless there is a change in the date that the teacher will again report for duty.
 - B. If a teacher reports to his/her building and finds that he/she is unable to fulfill his/her duties due to illness, he/she shall notify his/her building administrator as soon as possible. This procedure shall be considered as compliance with proper notification.
- 3.8 A teacher with shared building assignments shall determine with administration the teacher's home school for purposes of attending meetings. Other contractual responsibilities between buildings will be shared in a reasonable manner.

3.9 All teachers must participate in a minimum of five (5) days (30 hours) of professional development each year. All beginning teachers must participate in an additional fifteen (15) days within the first three (3) years of teaching. Hours may be satisfied in a variety of ways including conference attendance, staff development activity, Oakland Schools seminars, District workshops, building workshops, computer software training, review of software, approved NCA activities, up to two (2) hours of approved conference time directly related to a teacher's compensated extra-curricular activity, and other activities as approved by the Administration. Six (6) hours of credit shall be given to members of the subject area committees (SAC) for each day spent in the SAC. If a teacher is denied credit for an activity by the building principal, he/she may appeal the decision to the Assistant Superintendent of CITA. Less than full-time teachers shall participate in a pro-rata number of professional development hours. If a teacher does not complete the annual professional development hours, the teacher shall reimburse the District 1/7th of his/her per diem rate for each hour not completed. (For the purpose of computing the per diem amount in this section, the work year shall be considered to be 182 working days.)

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

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

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

ARTICLE IV. ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

- 4.2 The Association and its members shall have the right to use school facilities for meetings when such requests are made to and approved by the building principal. Approval of said requests shall be granted, provided that such meetings do not interfere with previously-scheduled activities. Use of the school facility shall be provided without charge to the Association on scheduled work days during the regular school year, but in all other ways shall be in compliance with Board policy.
- 4.3 A. The Association President, Grievance Chairperson, Building Representative(s), other Association officers, and the MEA Representative(s), shall be permitted to transact official Association business on school property during non-teaching periods, providing that it does not interrupt or affect normal school operations, or assigned duties. It is further understood that no Association views on matters relating to Administration-Teacher or Teacher-Employer-Association relationships will be discussed in the instructional setting. All Association representatives entering the building shall first contact the building office regarding the nature of the visit.
- B. No later than thirty (30) days after the start of the school year, the Association shall identify to the Assistant Superintendent for Administrative Services the names of the President, Grievance Chairperson, and Building Representatives.
- 4.4 A. The Employer shall furnish to the Association in response to written requests, all available information, including:
- Enrollment and membership data
 - Annual financial and audit reports
 - Agenda and minutes of public Board meetings
 - Staff and Administration directory
 - Monthly balance sheets
 - Final Budgets
 - Fringe benefit enrollment data
 - Supplementary materials acted upon at public Board meetings
 - Seniority listing of teachers

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

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

- 4.5 A copy of the current Board policies shall be given to the Association and the Association shall be notified in writing at the same time as the Principal of all changes in said policies, upon the approval of any changes by the Board.
- 4.6 The Association shall have the right to post notices of its activities on designated bulletin boards, one of which shall be provided in each school. The Association may, also, use the District's mail service and teachers' mailboxes for communications to teachers. The Association and the Employer shall provide each other with copies of all materials distributed to teachers by means of the District's mail service.
- 4.7 The Association shall be permitted a telephone in the payroll building of the incumbent Association President. All installation, maintenance, service and associated costs of this telephone shall be the responsibility of the Association. The location of the telephone shall be determined by the Building Principal. Use of the telephone shall be as outlined in Section 4.3.
- 4.8 The Association shall have the right to use school equipment including computers, duplicating equipment, calculating machines, and all other types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. The Association must first secure permission for the use of the equipment from the building principal.
- 4.9 The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, age, sex, marital status, or sexual orientation.
- 4.10 Upon request, the Association shall be given a place at the end of the agenda of staff meetings for brief reports and/or announcements. No more than ten (10) minutes will be allotted for the Association. Such requests shall be made to the building

principal no later than the end of the school day on the Friday before the scheduled staff meeting. This request shall occur no more than one (1) time per month.

- 4.11 The Employer shall provide twenty-two (22) days per year for the collective use of the Association for Association business. During years in which negotiations take place, the Employer shall provide twenty-eight (28) days. The Association shall be able to purchase the equivalent of twenty-four (24) days per year at the current daily rate for necessary substitutes. No deduction from individual teacher's leave day accumulation shall be made for the days so used. No more than seven (7) Association business days shall be used on any single week day. The Assistant Superintendent for Administrative Services shall be notified in writing forty-eight (48) hours in advance of such days.
- 4.12 The grievance chairperson shall be notified of any changes in job descriptions or job duties at the time a posting is being made or duties changed.
- 4.13 The District shall provide one class period of union release time or shall pay the Association President at \$13,813, to be increased annually by 62.5% of PPF.

ARTICLE V. BOARD RIGHTS AND RESPONSIBILITIES

- 5.1 In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
 - A. The supervision, direction, and control of the management and Administration of the school system, its properties and facilities.
 - B. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees (For NTPSM for reasonable and just cause), and to promote and transfer employees.

- C. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board.
- D. The selection of textbooks and teaching materials, and various teaching aids.
- E. The right to determine class schedules, class size, the hours of instruction, and assignment of teachers with respect thereto.

5.2 The exercise of the foregoing powers, rights, duties and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

5.3 Notwithstanding any provision in this Agreement to the contrary, the District shall not be prevented from taking any actions required by the No Child Left Behind Act or state law or otherwise imposed upon the District by a state or federal agency if any school in the District is identified for program improvement, corrective action, or restructuring.

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

ARTICLE VI. PROFESSIONAL FEES, DUES AND PAYROLL DEDUCTIONS

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

6.2 The Employer agrees to promptly advise the Association of all additions, deletions, or changes in status of members of the bargaining unit.

6.3 All teachers as a condition of continued employment shall either:

- A. Sign and deliver to the Employer an assignment authorizing deduction of united professional membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between August 1 to August 31 of any given year, or;
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount established by the Association and payable to the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in section 6.3(a), the Association shall immediately file charges for termination of employment of such NTPSM with the Employer. The parties expressly recognize that the failure of any NTPSM to comply with the provisions of this Article is just and reasonable cause for discharge from employment. All NTPSMs new to the District will be informed of this requirement when being offered employment in the District. No NTPSM shall be discharged during the pendency of an agency shop appeal.
- C. The Association agrees promptly to advise the Employer of all members of the bargaining unit who have not fulfilled the provisions of Paragraph 1 above and to furnish any other information needed by the Employer to fulfill the provisions of this Article.
- D. Authorized deductions of membership dues shall be made from each paycheck each month for twenty-four (24) pays beginning with the second paycheck of the school year and ending by June 30 of each year. After submitting an original dues spread sheet to payroll by the first pay in September, the Association treasurer shall update the spreadsheet on a per-pay period basis as necessary. The Employer will then directly deposit the withheld dues to the Association's account. The Employer will not be responsible for incorrect deductions.
- E. The Employer shall also make payroll deduction upon written authorization from teachers for deductions or any other plans or program jointly approved by the Association and the Employer.

- F. In any case or proceeding brought against the Employer at any time before any court or tribunal in which an employee or employees, or any person or organization on their behalf contest any action taken or not taken by the Employer in order to comply with the provisions of this Agency Shop clause, the Association agrees to provide the District with proper legal counsel. If this is not done within five (5) days of knowledge of such case(s) or proceeding(s), the Employer has the right to bring in its own attorney.
- G. The Association agrees to reimburse the Employer, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Employer in defending itself in such actions, and also for any and all damages for which the Employer may be adjudged liable in such action, provided, however, the Association may, at any time negotiate and pay the cost of settlement of any such case or proceeding, without cost to the District. The Association further agrees that if it shall fail to reimburse the Employer promptly upon demand for the aforementioned fees, expenses, and damages, the Employer shall be entitled, in addition to other legal remedies, to apply against such indebtedness of the Association to the Employer, until paid in full, all service charges, membership fees and dues collected by the Employer on behalf of the Association pursuant to the provisions of this section.

ARTICLE VII. PROFESSIONAL COMPENSATION

- 7.1 The basic salaries paid to teachers per this Agreement are set forth in Appendix B, which is attached to and incorporated into this Agreement.
- 7.2 Unless it is in the best interest of the District to do otherwise, all teachers shall be hired at Step One of the appropriate salary schedule, regardless of experience. Step positions will not exceed the teacher's actual experience and placement on the salary schedule is not subject to the grievance procedure.
- 7.3 Changes in degree or preparation levels shall become effective on receipt of an official transcript or other proof of change in status submitted not later than October 1, or March 1, except by special permission of the Assistant Superintendent for Administrative Services. Changes submitted by March 1 shall add one-half (½) of the differential between preparation levels on present salary

schedule. Graduate courses, courses that directly apply to an additional major or minor, or any course accepted by the State through an accredited institution of higher education to maintain teacher certification, will be given credit under this section. No credit will be given for graduate work or degrees not related to education.

- 7.4 Any assignment in addition to the normal teaching schedule; extra-curricular duties and assignments set forth in Appendix C and summer school courses, shall not be obligatory but shall be with the consent of the teacher.
- A. The basic salaries of teachers involved in extra-curricular duties covered by this Agreement are set forth in Appendix C, which is attached to and incorporated into this Agreement.
 - B. Any vacancy in an extra-curricular position which occurs during the school year shall be posted in each building in the District for a period of five (5) school days prior to filling the vacancy. If a vacancy in such position occurs during the summer months, the Association President and building representatives shall be notified of said vacancy and the position shall be posted at the District's administrative office for a period of two (2) weeks prior to the filling of the vacancy.
 - C. The parties recognize that from time to time, the creation of additional extra duty positions is desirable. Bargaining unit members who want to add positions to Schedule C during the length of the Agreement shall follow the procedure outlined in Appendix C. No increases in percentage will be negotiated during the life of the Agreement.
 - D. Extra-curricular positions shall first be offered to bargaining unit members. No new non-bargaining unit member shall be hired for such position while there is a willing and qualified bargaining unit member who meets the reasonable specifications for the position and is an available applicant.
- 7.5 Certified teachers employed in their regular assignments beyond the regular school year, shall receive an additional per diem payment based on 182 working days.
- 7.6 Teachers shall be paid in no fewer than 24 equal installments, with the first payment being made on or before the second Friday following the first scheduled teacher work day.

7.7 Teacher participation in summer curricular projects intended to develop policy and/or permanent sections of a course of study shall be compensated at the professional rate.

7.8 Job-Sharing

A. The Assistant Superintendent for Administrative Services will be contacted for application requirements prior to applying for a job share position.

B. Full-time positions for the purpose of job sharing may be made available:

- (1) at the discretion of the Board;
- (2) upon recommendation of the Superintendent or designee;
- (3) with the approval of the building principals in whose buildings shared positions will be located;
- (4) within the allocated staff positions for the current school year; and
- (5) on a purely voluntary basis.

C. Definition of Shared-Time Teaching

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

D. Conditions of Operation

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

- (1) The teacher parties shall not file for unemployment benefits while employed in a shared position of a voluntary nature.
- (2) When a shared position is terminated, each partner will return to full employment only in accordance with Article XXI as appropriate.

- (3) The District's ability to create a shared position shall not result in the rescheduling of large numbers of students. In lower elementary positions or in self-contained classrooms, shared-time positions will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.
- (4) If a teacher partner having joint responsibility for the same students is requested to substitute for their teacher partner by the building principal and agrees, the teacher will be compensated at the long-term guest teacher rate for the substitute time.
- (5) The teacher partners having attained tenure in the South Lyon School District.
- (6) An agreement shall be reached by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. To accommodate this requirement, individual arrangements will be made with the Administration prior to implementation.
- (7) The Board and the Association shall work closely together on the implementation and evaluation of the shared-time program.
- (8) No teacher in the District shall be involuntarily transferred in order to create shared-time positions.
- (9) Job-sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if the Board decides to eliminate one or all of job-sharing assignments. Early termination of any previously approved job sharing shall be by mutual agreement of building administrators and the teachers involved. In the event a layoff becomes necessary which affects a teacher involved in a job-sharing position, the position may be terminated by the Board.
- (10) Requests for shared time shall be submitted to the Assistant Superintendent for Administrative Services by April 1. Requests which do not comply with the above date shall be treated on an individual basis.

E. Compensation and Benefits

Shared-time positions will be compensated as follows:

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

F. Evaluation

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

G. Professional Commitments

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

7.9 The Board shall create a fund of \$5,000.00 each year of the contract for equal distribution amongst teachers with National Board Certification. The maximum stipend per teacher is not to exceed \$1000.00 per year for the duration of the ten (10) year certification.

Teachers requesting the stipend for National Board Certification must notify the Assistant Superintendent for Administrative Services. This payment will be made in one (1) lump sum payment during one of the March pay periods.

ARTICLE VIII. INSURANCE

8.1 Option A shall include:

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

(1)The District will prefund the entire deductible for the ABC Plan 1, subject to the restrictions of PA 152 of 2011.

(2)Per Public Act 152 of 2011, the District will make contributions to a negotiated Medical Benefit Plan for eligible employees for the following amounts:

\$5,500 single

\$11,000 individual and spouse

\$15,000 family

(3) An enrollment period will be held for those members wishing to switch to MESSA ABC Plan 1 as of January 1, 2013.

(4)These caps will change annually based on the index described in Public Act 152 of 2011.

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

(6) In the event of a premium increase, change in family status, or any other event that would cause the District to exceed the limitations established by Public Act 152 of 2011, the District shall make the proper adjustment to the payroll deductions for affected participants.

(7) If PA 152 of 2011 is amended or repealed thereby making any or all of that law unenforceable or should a court of competent jurisdiction issue a decision that all or part of PA 152 is unconstitutional or not otherwise legally effective, the District will still continue to follow the parameters established under PA 152 for the duration of this Agreement.

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

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

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

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

- 8.2 Option B shall include:
- A. \$35,000 term life insurance with AD & D.
 - B. Long-term disability insurance as follows:
 - 1) 50% of salary after a 90 calendar day waiting period.
 - 2) Maximum payment of \$5,000 per month.
 - 3) Social security freeze.
 - 4) Minimum benefit payable by the insurance company of \$25 per month regardless of Social Security disability or other benefits.
 - C. Dental insurance: 75% of Class I, benefits with an annual maximum of \$1,000.00, 75% of Class II benefits with an annual maximum of \$1,000.00, and 75% of Class III benefits with a lifetime maximum of \$1,500.00.
 - D. Vision care MESSA VSP-3 or negotiated comparable plan.
 - E. Eligible employees electing not to be covered by health insurance premiums can elect to receive cash in lieu of health care in the amount of \$2,200 for 2012-2013 which shall be increased by sixty two and a half percent (62.5%) of the per student foundation increase in 2013-2014. This amount shall be distributed annually in cash (divided equally among pays or in a lump sum).
- 8.3 Part-time employees who elect Option A shall pay a portion of the health care cost in a prorated amount equivalent to the ratio of employment to full time, subject to authorized payroll deduction. Part-time employees who elect Option B shall receive annuity benefit option monies in an amount equivalent to the ratio of employment to full time.
- 8.4 The school year for purposes of this article shall be September 1 through August 31.
- 8.5 An IRS Section 125 Plan shall be established and made available to the extent possible under law.

ARTICLE IX. WORKING CONDITIONS

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

9.2 Teaching Hours

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

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

- C. Elementary teachers shall have all the time during which their classes are receiving instruction from special instructors in music (35 minutes), art (45 minutes), physical education (35 minutes), and library (20 minutes) for conference time. All time when elementary teachers are not assigned recess duty will be considered conference time. Conference time shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, occasional IEP Team meetings, and special assistance to students. Conference time shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that teachers will not leave their buildings during conference time except in an emergency or extenuating circumstance as determined and approved by the building principal. All elementary teachers including special instructors shall be guaranteed at least thirty-five (35) consecutive minutes of preparation time each day. The administration will first seek volunteers to have more than one block per day if necessary. If there are no volunteers, the least senior teacher will have a day with two blocks, however, this shall not occur more than one year in a row. If there is more than one volunteer, the most senior teacher will prevail. Should the Administration schedule an assembly during the teacher's conference period and the Administration requires that teacher to report, said teacher shall be paid professional rate for the assembly.
- D. Each secondary teacher shall be scheduled at least a thirty (30) minute duty-free lunch period each day. Elementary teachers shall have at least a thirty-five (35) minute duty-free lunch period each day.
- E. Teaching a class during a conference/planning period.
- (1) A teacher agreeing to teach a class during a normally unassigned period shall be paid at the following rate:
 - (a) One hour at the professional activity rate per period at the secondary level;
 - (b) One hour at the professional activity rate per period at the elementary level.
 - (c) The hourly rates set forth above are based upon five (5) teaching periods at the secondary level and the special times outlined in section 9.2.C.

for the elementary level. Any change in the number of teaching periods at the secondary level will result in a proportional increase or decrease in the hourly rate.

- (2) (a) A teacher agreeing to teach during his/her conference period on a “permanent basis” shall be compensated as follows:
 1. A teacher agreeing to teach an extra class at the secondary level will be paid one-fifth (1/5) of his/her contractual salary.
- (b) For the purposes of this section, the term “permanent basis” will mean an extended period over five (5) working days; teachers shall be reimbursed at the rates above retroactive to the first date of said assignment.

9.3 Teaching Loads and Assignments

- A. The teaching load at the secondary level shall not exceed twenty-five (25) teaching periods per week. The weekly teaching load in the elementary school shall not exceed thirty-two (32) hours of classroom teaching.
- B. The Board shall make every effort to maintain class sizes at thirty (30) in the five (5) Core Areas (English, Math, Science, Social Studies, and Foreign Language). When a class size of a secondary teacher exceeds one hundred fifty (150) students per day at any time after the Fall Count Day, the teacher will be paid at the rate of \$2.00 per each student report day per student. Any such payments will be made at the end of each semester.
- C. (1) The teaching load in single grade classrooms (K-5 general education) shall not exceed thirty (30) students except in the case where scheduling could cause an overload of not more than two (2).
- (2) In cases where combination sections are utilized, the District agrees that the maximum size of a combination section shall be twenty-six (26) students, except in the case where scheduling could cause an overload of not more than two (2).

- (3) In the event of a financial emergency created by an executive order, legislative action, or constitutional change, or the loss of an operational millage renewal, the above stated ratios will be rendered null and void.
 - (4) When a class size of a teacher in the elementary exceeds the above limits at any time after the fall count the teacher will be paid \$10.00 per day per student over thirty (30). Any such payments will be made at the end of each semester.
- D. Teachers will be expected to assume supervision of the recess activities on a rotational basis.
 - E. Every effort shall be made to limit the amount of interschool travel of teachers who are assigned to more than one building. Travel time of these teachers shall be paid as followed:
 - Between middle schools: \$450 per semester
 - All other: \$1500 per semester
- Teachers who are assigned to more than one building will be paid at the current IRS rate for the travel between buildings.
- F. Any supervisory assignments beyond the regular teaching day, e.g., bus duty, shall be in proportion to the teaching time spent in that building.
 - G. Teachers shall be given advance notice of their tentative teaching assignments for the forthcoming year prior to the end of the present school year, but no later than June 1st whenever possible. Schedules are only tentative at that time and may change at the Administration's discretion.

9.4 Teaching Conditions

- A. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make every effort to provide adequate facilities, equipment, and material to implement the educational program of the District.

- C. The Board and/or the Association may establish study committees to report on the feasibility of improvement in any or all items in 9.4(B.) above.
- D. The Board agrees to make every effort to provide facilities for:
 - (1) Secure storing of personal belongings of the teacher, provided that the District is not the insurer of the teacher's personal belongings and assumes no liability for the same.
 - (2) A teacher work area containing equipment and supplies to aid in preparation of instructional materials.
 - (3) An appropriately furnished room to be used as a faculty lounge. Such room shall be in addition to the aforementioned teacher work area.
 - (4) Designated teacher rest rooms.
 - (5) A separate desk for each teacher upon request.
 - (6) Miscellaneous conditions:
 - (a) Parking facilities shall be made available to teachers.
 - (b) The present telephone facilities shall be made available for teacher's school business use and/or necessary personal local calls.
 - (c) Teachers may use the Internet before and after school, as well as during their lunch/conference period, for appropriate personal and business issues per Board policies.
- E. For newly-adopted curriculum, training as determined by the CITA department shall be provided for staff before implementation. Once training is provided the process, procedures, quality, and quantity of the training is not subject to the grievance procedure.
- F. It shall not be the responsibility of the teacher to update CA-60's.

9.5 The Board shall provide a guest teacher(s) for any absent special subject teacher(s) if needed to ensure release time for an

elementary classroom teacher. This may include the use of non-specialized guest teacher(s) in these special positions.

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

ARTICLE X. VACANCIES, PROMOTIONS, AND TRANSFERS

- 10.1 The District will post all bargaining unit vacancies for five (5) school days and will also send the postings via e-mail to all bargaining unit members. The Board further agrees to post known vacancies for the Fall term in the Spring.
- 10.2 Teachers wishing to apply for any posted positions shall send a letter of interest to the personnel office within the posting period. Teachers with specific interests in possible vacancies will notify the personnel office of their interest in writing on an annual basis by completing a transfer request.
- 10.3 In filling a bargaining unit vacancy within the teaching staff, the Board agrees to consider the professional background and attainments of all applicants, and may consider the length of time each has been in the school system, and other relevant factors.
- 10.4 In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the District, as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the fillings of newly- created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board as to such matters shall be final.

- 10.5 Reassignment of teachers to different grade levels or subjects shall first be discussed with the affected teachers and notification shall occur if possible, before the end of the school year for implementation the subsequent year.
- 10.6 The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Administration will not, in any case, assign or transfer a teacher without prior discussion with said teacher. A teacher whose request for a reassignment within a building is denied shall be given an opportunity to discuss the denial with the building principal or his/her designee.
- 10.7 Transfers shall be based on NTPSM seniority and once accepted are binding. In the case of an involuntary NTPSM transfer, the least senior NTPSM who is appropriately credentialed and currently qualified for the position and meets the posted specifications reasonably related to the position, shall be transferred. In the case of a voluntary NTPSM transfer, the most senior NTPSM applicant who is appropriately credentialed and currently qualified for the position and meets the posted specifications reasonably related to the position, shall be transferred. In staffing new buildings, half the NTPSM positions will be filled on a seniority transfer basis and the other half will be staffed by the principals with either new NTPSM hires or NTPSM the principal has selected who have insufficient seniority but wish to transfer into the building.
- 10.8 The Board shall transfer as many NTPSMs as necessary to positions for which they currently are qualified without additional course work in order to retain senior employees to the greatest extent possible. Such transfers shall, notwithstanding NTPSM seniority, be made where necessary provided the least senior NTPSM possible is transferred.
- 10.9 An open NTPSM position shall not be considered vacant while there is a NTPSM on layoff who is qualified for the position or when a transfer to the open position of a NTPSM who is currently qualified without additional course work could create an open position for which a laid off NTPSM is qualified.

- 10.10 The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing on forms furnished by the Board. One copy shall be filed with the Assistant Superintendent for Administrative Services, one with the Principal, one with the Association President, and one with the Association Grievance Chairperson.
- 10.11 Teachers who are placed on an Individual Development Plan (IDP) shall not be allowed to request transfer to other buildings while on the IDP except by mutual agreement of the affected principals, the Assistant Superintendent for Administrative Services, and the Association President.

ARTICLE XI. LEAVE POLICY

11.1 Daily Absence

- A. Sick Leave. All bargaining unit members shall be allowed sick leave privileges listed below. Privileges for part-time employees shall be prorated.
- (1) At the beginning of each school year, teachers who have completed their first day of employment will be credited with twelve (12) days of sick leave allowance. Three (3) of the twelve (12) days can be used for personal business or the entire twelve (12) days can be used for absences caused by sickness and physical disability. Additional personal business days which will be charged to accumulated sick days may be granted at the discretion of the Assistant Superintendent for Administrative Services whose decision is not grievable.
 - (2) Sick days may be accumulated to a total of one hundred fifty (150) days. Any sick days lost because of the limit on accumulation stated in this paragraph shall be credited to the Master Sick Bank set forth in Article XII of this Agreement.
 - (3) If an employee leaves the District prior to the end of the school year, the employee will reimburse the District for any used, unearned sick days on a pro-rata basis, e.g., one (1) sick day for each month worked.

- (4) All requests for sick leave must be submitted to the Automated Guest Teacher Services. Proof of illness signed by a physician shall not be required except under the following circumstances:
 - (a) A teacher demonstrating a pattern of sick leave abuse may be notified that he/she will be required to furnish proof of illness signed by a physician for any subsequent use of sick leave during the current school year. Notification of such requirement shall be made in writing to the teacher by the Assistant Superintendent for Administrative Services or a designated central office administrator.
 - (b) In the event of absence of a teacher or illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.
 - (5) Any teacher whose personal illness extends beyond the period compensated by accrued sick leave and/or sick bank, will be granted a leave of absence without pay or fringe benefits or increment for such time as is necessary for complete recovery, to a maximum of one year.
 - (6) Upon return from the leave, a NTPSM may be assigned to the same or similar position, providing a vacancy exists.
 - (7) Upon written request, such leave may be extended for one year.
 - (8) When a NTPSM returns from leave, he/she must be given a position for which he/she is qualified over a less senior NTPSM.
- B. School-Related Contagious Diseases. A teacher absent from work because of lice (1 day absence maximum), Pink Eye (1 day absence maximum), mumps, scarlet fever, measles, shingles, or chicken pox, will be paid for the days absent and the days will not be deducted from accumulated sick leave, upon presentation of a physician's note expressing a likelihood of on-the-job exposure or a confirmed case in the teacher's classroom.

- C. Family Illness. Absence to provide necessary care for a member of the immediate family where no other arrangements are possible may be charged to sick leave and deducted from the employee's accumulation of sick days provided:
 - (1) The "necessary care" must be such as would be prescribed by a physician or required by the incapacity of relative requiring care.
 - (2) Where other relatives are available and capable to "provide necessary care", it is agreed that the employee's provision of care is not necessary since "other arrangements" are possible.
 - (3) If more than ten (10) days are used in any one (1) fiscal year for the above it will result in loss of pay, unless approved by the Assistant Superintendent for Administrative Services.
- D. Bereavement Leave. Up to five (5) days bereavement, three (3) of which are not subject to deduction from the teacher's accumulated sick leave allowance may be used for death in the immediate family. The immediate family shall include father, mother, brother, sister, spouse, aunt, uncle, cousin child, grandparents, grandchildren, niece, nephew and in-law equivalents of each, as well as dependents of the immediate household. When warranted by circumstances, days may be granted at the discretion of the Assistant Superintendent for Administrative Services for the death of persons with whom the teacher resides who are closely associated with the teacher. These days will be deducted from the teacher's accumulated sick leave allowance.
- E. Time lost by unauthorized absence from duty will result in a proportionate salary deduction.

11.2 Professional and Personal Business Leave

- A. Three (3) days a year of sick leave allowance may be used for personal business, non-cumulative for all teachers.
 - (1) No reason shall be required.

- (2) Abuse of such days may result in loss of pay.
 - (3) A maximum of two days may be used consecutively
- B. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.

Examples of appropriate use are as follows:

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

11.3 Parental Leave

A. Pregnancy Disability

- (1) The pregnant teacher shall be allowed to continue in her position as long as she is fit to perform her duties.
- (2) The teacher shall submit a request for pregnancy leave to the Assistant Superintendent for Administrative

Services office in writing sixty (60) days prior to the expected date of the birth of a child. The request shall specify the expected beginning and terminating dates of the leave. The disability leave may begin at any time during pregnancy upon written notice from her personal physician.

- (3) In the event of miscarriage prior to the inception of leave, and upon written request of the teacher, the Board shall cause the granted leave to be voided.
- (4) In the event of a miscarriage or should the death of the child occur during the period of disability, then termination of the leave shall be relaxed by the Assistant Superintendent for Administrative Services at the request of the teacher.
- (5) The teacher shall be eligible to return from pregnancy leave upon filing her physician's statement that she is fit for employment. The teacher shall, within six (6) weeks of delivery provide the Administration with a doctor's statement indicating the approximate date of return.

B. Child Care Leave

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

The return date following a child care leave shall only be at the beginning of a marking period.

C. Adoptive Leave

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

11.4 Extended Leave

A. Uniformed Services Leave

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

B. Public Service Leave

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

C. Legal Services Leave

- (1) A paid leave of absence shall be granted to a teacher called for jury service. Immediately upon receipt of payment for jury duty service, the teacher shall remit payment to the business office, excluding travel allowances and reimbursement of expenses.
- (2) A leave of absence may be granted for court appearance as a non-party witness in a case incident to

his/her employment or when a party defendant (with the Board) in a case incident to his/her employment; provided, that the Board shall only be obligated to pay an amount equal to the difference between the employee's normal straight-time daily rate and the witness fee paid by the court, if any; provided, further, that the employee is required by law to appear.

- (3) Teachers served with a subpoena to appear in court may use their personal business days for such an absence but such use will not be subject to the restrictions of section 11.2 (c).

D. Hardship Leave

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

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

- A. To receive payment of one-third (1/3) of the accumulated sick leave on retirement, the teacher must have made application and be eligible for monthly retirement or disability allowance from the Michigan Public School Employees Retirement Fund, or the employee must have been employed by South Lyon Community Schools for at least ten (10) consecutive years.
- B. The amount of payment for the accumulated sick leave will be based upon the teacher's per diem salary at the time of death or retirement.

- C. As deemed allowable by law, the District and SLEA agree to the terms of the District's "Bencor-Michigan Public Schools Special Pay Plan", which would allow employees to avoid the payment of Social Security on severance payments. By current law, all employees must agree to the terms of the plan. Severance pay will not be allowed in cash, unless through the terms of the Special Pay Plan.
- D. The employee will assume the responsibility for the tax obligation associated with the plan consistent with state and federal requirements.

11.6 Miscellaneous Provisions Regarding Leaves

- A. Upon the recommendation of the Assistant Superintendent for Administrative Services, the Board may, at the Board's expense, require a teacher to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.
- B. Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board the difference between the amount paid under the Worker's Compensation Act and his/her regular base salary, computed on a daily basis, provided, however, that the Board's obligation to pay said sum shall terminate on the last working day for which the teacher is compensated in that school year, or the termination of Worker's Compensation benefits, whichever is sooner. Should the Board's payment be found to be subject to the coordination of benefits requirements of the Worker's Compensation Act, such that the amount of Worker's Compensation would be reduced, the teacher shall receive only the Worker's Compensation benefit provided by that statute. In any event, the Board's liability for payment of premiums of fringe benefits shall terminate after six (6) months or the balance of the school year, whichever is less.
- C. Unless otherwise indicated, the following conditions shall apply to leaves of absence:
 - (1) Requests for leaves shall be in writing as soon as possible but no later than June 1. Exceptions shall be made in case of an emergency.

- (2) Eligibility shall be based on a minimum of three (3) years continuous employment in a district.
- (3) All extended leaves shall be limited to one year. Further extensions shall be at the will of the Board.
- (4) Salary increments shall not accrue.
- (5) Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
- (6) Re-employment before the termination of an approved leave shall be at the discretion of the Board.
- (7) Upon return from leave, the NTPSM shall be assigned to the same position, if available. If not available the NTPSM shall be assigned to an available position for which he/she is qualified. A non-probationary NTPSM will be assigned a position for which he/she is qualified over a probationary NTPSM.
- (8) The following shall apply for employees on an unpaid leave of absence at the end of the school year.
 - (a) Insurance benefits shall be prorated on the basis of the portion of the year worked.
 - (b) Employee may self-pay to continue health and/or dental insurance for the duration of the unpaid leave if payroll is notified of intent in advance and payment is made seven (7) days prior to the beginning of the month, subject to rules and regulations of the carrier.

D. Notification of Return from Leave

- (1) Written notice of intention to return from leave or resign shall be given to the Assistant Superintendent for Administrative Services as early as possible but no later than April 1 of the year, except in the case of a leave of absence terminating during the school year, in which case notification must be received three (3) months prior to the expiration of the leave. Failure of the teacher to comply with this provision shall result in the forfeiture of any seniority accumulated during the leave of absence or, in the event no seniority was accumulated during the leave, the forfeiture of an

amount of seniority equal to the length of the leave of absence or all accumulated seniority, whichever is less.

- (2) For teachers on leave of absence for less than three (3) months, notification will be required forty-five (45) calendar days in advance of the leave's expiration, except in the case of a leave terminating at the beginning of a subsequent school year, in which case notification must be received by April 1.

11.7 Family and Medical Leave

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

ARTICLE XII. MASTER SICK BANK

12.1 Master Sick Bank Plan - The procedure for the Administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and whose applications are subsequently approved for sick day(s) benefits.

12.2 Funding of Sick Bank - The Master Sick Bank shall be funded in accordance with the following provisions:

- A. Any days which would be lost to the teacher due to the provision of Article 11.1. A. (2) shall be credited to the Master Sick Bank.
- B. Up to fifteen (15) sick days which would be lost to a retiring teacher in accordance with Article 11.5 shall be credited to the Master Sick Bank.
- C. If the Master Sick Bank falls below one hundred (100) days, the Association may petition the District for $\frac{1}{2}$ of the unused sick days from teachers leaving the District.

- D. Teachers newly-employed by the District shall have one (1) sick day of their allowance transferred to the Master Sick Bank at the beginning of their employment.
 - E. The maximum number of sick days in the Master Sick Bank shall be six hundred (600) days. If sections 12.2. (A) and (B) above provide more than six hundred (600) days, then contributions as provided in section 12.2 (b) above shall be reduced provided contributions are in increments of half days.
 - F. Sick day(s) transferred to the Master Sick Bank from the current allowance of a teacher or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time the teacher terminates his/her employment with the District.
 - G. If the number of days in the Master Sick Bank falls below twenty (20) prior to the end of any school year, the Association will notify the Board to make a transfer of up to one (1) more day from each teacher's current allowance to the Master Sick Bank.
- 12.3 Eligibility - Master Sick Bank - Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for twenty (20) consecutive working days and has used all of his/her own allowance. If a teacher is incapacitated for at least twenty (20) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the twenty (20) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.
- 12.4 Application - Each application for sick days of benefit from the Master Sick Bank must be submitted on the sick bank application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. Application to the Sick Bank must be made within the first fifteen (15) school days of the teacher's disability. All applications must be accompanied by supporting doctor's statements.
- 12.5 Sick Bank Committee - The Sick Bank Committee shall be composed of two (2) teachers to be selected in any manner determined by the Association and the Assistant Superintendent for

Administrative Services. The names of the teachers selected for the Committee shall be forwarded to the Assistant Superintendent for Administrative Services by October 1 of each year. Any application approval by the Committee shall be by a majority vote of the entire Committee. All applications and their disposition shall be forwarded to the Assistant Superintendent for Administrative Services and the Association President . Decisions of the Committee are final and not arbitrable.

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

- A. No teacher shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year. Any eligible teacher having fewer than twenty (20) sick days after completion of the teacher's first day of the school year, and who needs to access the Master Sick Bank that year, will only receive a maximum of a matching number of his/her accrued sick days from the Master Sick Bank.
- B. The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Board review) and signed by two (2) members of the Sick Bank Committee. Said forms shall be sent to the Board within five (5) days of authorization.
- C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, the Association, and the Sick Bank Committee. A copy of the audit report shall be furnished to the Board, Association, and the Sick Bank Committee.

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

provided in Article 11.5 as to the teacher's individual accumulation.

ARTICLE XIII. CONFERENCES AND CONVENTIONS

- 13.1 The Assistant Superintendent for CITA or his/her designee will make the assignment involving conference or convention participation.
- 13.2 Conference and Conventions
 - A. All conference or convention expenses shall be reimbursed in accordance with the budgetary requirements.
 - B. An itemized account is required which will include details of transportation costs (based upon lowest connecting public carrier costs or official highway map mileage), meals, lodging, and conference registration fee. This report shall be submitted not more than thirty (30) days after the conference or convention.
- 13.3 Teachers wishing to attend educational conferences relative to their instructional assignment must request authorization at least two (2) weeks prior to the date of this conference. This is done by submitting to the building principal a Conference or Special Meeting form. All requests must have the approval of the building principal before being forwarded to the Assistant Superintendent for CITA for approval. The requests will be approved or disapproved; and if approved, may be so with none, a part of, or all expenses paid. After returning from the conference, the teacher submits the Conference Expense Report form to the building principal listing the exact expenses for each item and including receipts. In addition, the teacher will be expected to submit a written report (two copies) on the conference attended; one for the teacher's personnel file, and one for the building principal.
- 13.4 The Assistant Superintendent for CITA will attempt an equitable distribution of the available funds among the various departments and grade levels.

ARTICLE XIV. NTPSM EVALUATION

- 14.1 The evaluation of the work of all NTPSMs is a responsibility of the building principal. The building principal may designate an assistant principal, or the Special Education Coordinator, provided the designee has knowledge of the NTPSM's subject area. The NTPSM will be notified by October 1 of the administrator who will be performing the evaluation. When a NTPSM works in more than one building, only one administrator may evaluate them. The other administrator(s) may have input. Central Office Administration also has the right to come in and observe and provide written feedback.
- 14.2 The form(s) to be used for NTPSM evaluation shall be those attached to this Agreement.
- 14.3 All written observations and evaluations made by the building principal or his/her designee shall be recorded and placed in the NTPSM's personnel file.
- 14.4 Each observation shall be made in person with full knowledge of the NTPSM being observed. No complaint against a NTPSM by any person, including parents or students, will be used in the evaluation unless the NTPSM has been previously notified of the complaint. Complaints made prior to the NTPSM's last evaluation may not be used in the current evaluation unless he/she was noted in the previous evaluation.
- 14.5 An important purpose of the evaluation procedure is to provide constructive assistance to NTPSM.
- 14.6 A NTPSM shall have the right to read all evaluations conducted by his/her supervisor before the evaluation is placed in his/her personnel file. After reading the evaluation and discussing it with his/her building principal or his/her designee, the NTPSM shall sign the evaluation and receive a copy. If the NTPSM disagrees with the evaluation, the NTPSM shall have an opportunity to submit a letter of rebuttal, which shall be permanently attached to the evaluation. If the NTPSM decides to attach such a letter, it must be given to the building principal within two (2) weeks of the above-mentioned discussion.
- 14.7 Results of student assessments will not be used on NTPSM evaluations.

- 14.8 Evaluation reports shall bear the signature of both the building principal or his/her designee and the NTPSM. The signature of the NTPSM does not necessarily indicate agreement; it only indicates knowledge that the report will be included in his/her personnel file.
- 14.9 Any disciplinary action not related to classroom performance, which is documented in the NTPSM's personnel file, shall not be used on an evaluation, unless there has been a repeat of the same behavior. If there is a repeat of the same behavior, it may be documented on the evaluation.
- 14.10 With the NTPSM's consent, any NTPSM may be informally observed by other educational professionals.
- 14.11 The building principal or his/her designee will document any comments concerning aspects of the NTPSM's performance that were not directly observed by the writer of the evaluation. These comments shall not be placed in the evaluation until thoroughly investigated.
- 14.12 If any deadline in this Article is missed, due to extenuating circumstances other than absences of the NTPSM or administrator, both parties may agree to extend the deadline. The deadline will automatically be extended due to a NTPSM or an administrator absence.
- 14.13 Probationary NTPSM Evaluation
- A. The building principal or his/her designee shall, in consultation with the probationary NTPSM, develop an Individualized Development Plan (IDP).
 - B. The NTPSM will document progress toward achieving the goals of the IDP in an IDP binder.
 - C. Probationary NTPSM shall be evaluated at least once every year by the building principal or his/her designee. The evaluation must be based on at least three observations at least two (2) of which must be at least sixty (60) days apart.
 - D. The three observations of probationary NTPSM shall total at least ninety (90) minutes and be a minimum of twenty (20) minutes each.
 - E. The short form will be used to document the observations.

- F. Within three (3) school days, the administrator and the NTPSM will meet to discuss the observation, and the NTPSM will receive a copy of the short form.
- G. When administration deems a probationary NTPSM is being considered for dismissal, the Association President and Grievance Chair Person shall be notified.
- H. Prior to May 1, the administrator and the probationary NTPSM will meet to discuss the long form final evaluation, which will be based on the three short forms, will address the same criteria, and will include an assessment of the NTPSM's progress in meeting the goals of the Individualized Development Plan (IDP).
- I. No later than May 1 of each probationary year, the final evaluation for each NTPSM will be furnished to the Assistant Superintendent for Administrative Services. A copy shall be furnished to the NTPSM. If the report contains any information not previously made known to and discussed with the NTPSM, the NTPSM shall have the opportunity to present additional information to the Assistant Superintendent for Administrative Services which will then be permanently attached to the evaluation and placed in the files.

14.14 NTPSM Evaluation

- A. A NTPSM shall be evaluated at least once every three (3) years by the building principal or his/her designee by May 1.
- B. The evaluation shall be based on, but is not limited to, at least two (2) observations, at least thirty (30) calendar days apart. However, if the building principal or his/her designee notifies the NTPSM in writing within three (3) days after the first observation that the NTPSM's performance was less than effective, the second observation will take place no sooner than sixty (60) calendar days after the first observation.
- C. All observations must be completed by April 25.
- D. Each observation for NTPSM evaluation by the building principal or his/her designee shall consist of a minimum of thirty (30) consecutive minutes.
- E. Additional observations may be made at the discretion of the evaluator. (This in no way limits the Board from evaluating any NTPSM any number of times during a year.)

- F. Within five (5) school days of the second, or final, observation and no later than March 15, the building principal or his/her designee shall provide the NTPSM with a copy of the written evaluation and meet with the NTPSM to discuss the evaluation.
- G. If the NTPSM has received a less than satisfactory performance evaluation, the evaluator shall provide the NTPSM with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher.
- H. When a NTPSM is being placed on an IDP, Administration shall notify the Association President and Grievance Chair Person, so they can have input during the drafting of the IDP, if the teacher so requests.

ARTICLE XV. PROTECTION OF TEACHERS

- 15.1 The Employer recognizes its responsibility to give appropriate support and assist teachers with respect to the maintenance of control and discipline in the classroom and school.
- 15.2 Teachers shall be responsible within their classrooms for creating and maintaining conditions conducive to learning, following procedures which are sound in terms of modern psychology and pedagogy. The Employer shall give all reasonable support and assistance to teachers in the creation and maintenance of these conditions, and in the use of such control and discipline of students as may be necessary to create and maintain these conditions.
- 15.3 If a teacher is threatened with or subjected to legal suit by reason of customary and appropriate disciplinary action against a student, the Employer will provide assistance necessary to the teacher in his/her defense.
- 15.4 An unprovoked student assault upon a teacher which had its inception in a school-centered problem will be promptly reported to the Employer or its designated representative. The assaulting student will be immediately excluded from the teacher's classroom. The alleged assault will be promptly investigated by

the building principal and the Assistant Superintendent for CITA, or his/her designee. These two persons shall determine a suitable consequence for the assaulting student(s). This decision will be communicated to the teacher concerned by the principal.

- 15.5 Any case of assault on a teacher which had its inception in a school-centered problem will be reported promptly to the Superintendent through the building principal. If the assault is by an adult person who is not a student, the Superintendent will promptly report the incident to the proper law enforcement authorities. In either case, the Employer shall provide legal counsel to advise the teacher of his/her rights.
- 15.6 As a result of an incident outlined in Sections 15.4 or 15.5 above, the teacher shall not incur a loss of salary or sick leave time.
- 15.7 In the event of any situation such as severe weather when in the opinion of the Administration it is necessary to discontinue regular classes in the entire district, teachers will be notified as early as possible and not be expected to report for duty. In the event of heating plant failure or other circumstances involving the closure of less than the entire system, which occurs in such a manner that the day can be counted as a day of student instruction under the meaning of the State School Aid Act, teachers will report as usual or remain on duty for assignment wherever needed in the system. In the event of heating plant failure or other circumstances involving the closure of less than the entire system, which occurs in such a manner that the day cannot be counted as a day of student instruction under the meaning of the State School Aid Act, teachers will not be required to report for or remain on duty; and, such day(s) shall be rescheduled only for the building(s) affected under the general terms for rescheduling "Act of God" days as set forth in Appendix A-2, paragraph A.
- 15.8 The Employer will provide protection to teachers under its present liability policy which will cover legal costs and judgment in case a teacher is sued for occurrences in connection with his/her duties, subject to the exclusions appearing in said policy. The liability policy will cover occurrences where teachers transport school students in connection with a recognized school function. The currently effective insurance policy will be continued and provide for \$500,000 general business liability and \$1,000,000 aggregate errors and omission liability.

- 15.9 Whenever it appears that a particular student requires the attention of social workers, law enforcement personnel, physicians, or other professional persons, the teacher shall initiate a written referral. Upon receipt of such referral, the Employer shall implement the necessary procedures to fulfill such request for services.
- 15.10 Principals and supervisors shall, in consultation with their staff, develop:
- A. Guidelines for the implementation of Board policy in regard to discipline development, and review shall be initiated and/or reviewed no later than October 30.
 - B. Procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office, after the teacher has met all of his/her discipline responsibilities as outlined by the building principal in writing in policy notebooks.
- 15.11 As permitted by Section 1309 of the Revised School Code, a teacher may exclude a student from one class period at the secondary level when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. At the elementary level, the period of time shall be jointly determined by the teacher and the building principal. The teacher will furnish the principal, as promptly as his/her teaching duties will allow full particulars of the incident in writing. Upon request of the principal, the teacher shall notify the parent of the nature of the offense. If the principal decides a meeting is required with the parent, the teacher will attend.
- 15.12 If a special education student commits an offense for which he/she is expelled, the District must continue to provide special education services. If those services are in the student's home after school hours, bargaining unit members who are certified special education teachers will be offered the opportunity to provide those services. If no bargaining unit members are interested, guest teachers with special education certification will be offered the opportunity.

ARTICLE XVI. PROFESSIONAL NEGOTIATIONS PROCEDURES

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

ARTICLE XVII. GRIEVANCE PROCEDURE

- 17.1 A grievance is a matter involving an alleged violation or misinterpretation of a specific and expressed article(s) or section(s) of this Agreement. Matters involving an alleged violation of a written Board policy, rule, order, or regulation affecting the wages, hours, or terms and conditions of employment of bargaining unit members may also be processed as grievances, provided that such grievances shall be ruled upon by the Board of Education, whose decision on such grievances shall be final and binding upon the parties. This provision shall not apply to any written Board policy, rule, order, or regulation which constitutes a prohibited subject under the Michigan Public Employment Relations Act.
- 17.2 Any teacher or his/her representative having such a grievance will first discuss it within ten (10) school days of its occurrence with his/her principal during non-teaching hours, with the object of resolving it informally. The building principal shall make record of the alleged grievance and give copies to the Assistant Superintendent for Administrative Services and teacher. If,

however, such a grievance arises in more than one building, then the Association President or his/her designee may file the grievance with the Assistant Superintendent for Administrative Services at the second step of the procedure outlined below. Courtesy copies of the grievance form will be furnished to the principals of the building(s) involved.

- 17.3 In the event the matter is not satisfactorily resolved, or if no decision has been rendered within five (5) days after presentation of the grievance, the following procedure shall be followed:
- A. STEP ONE: In order to facilitate the processing of grievances, written grievances as required herein shall summarize the general facts giving rise to the grievance, the date of the alleged violation, or misinterpretation, the relief requested and shall be signed by the grievant(s) or the Association Representative. The grievance shall also cite the section(s) or subsection(s) of this contract, or the written board policy, rule, order, or regulation, alleged to have been violated or misinterpreted. The grievance shall be reduced to writing within five (5) school days, upon the approved grievance form, and submitted to the school principal. This form shall continue in use through steps one through three. The principal shall submit an answer within five (5) school days in writing. One copy of his/her decision shall go to the grievant and one copy to the building representative.
 - B. STEP TWO: Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the Assistant Superintendent of Administrative Services or his/her designated representative. The appeal shall be in writing, shall specify the articles and sections of the agreement allegedly violated, or misinterpreted, and shall contain the reasons for the appeal. Within five (5) school days after receipt of the appeal, the Assistant Superintendent of Administrative Services shall investigate the grievance, including giving the aggrieved teacher and the Association representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of his/her decision shall be delivered to the teacher involved, grievance chair, and the school principal.

C. STEP THREE:

- (1) In the case of a grievance that is not satisfactorily adjusted at Step Two and if it involves an alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this Agreement, the Association may, within ten (10) school days after the decision at Step Two is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this Agreement may be processed through Step Three, but will not be arbitrable. At any time after submission to arbitration, in the case of a grievance that does involve an alleged violation or misinterpretation of a specific article or section of this Agreement, the parties may mutually agree to submit the grievance to review before a mediator appointed by the Michigan Employment Relations Commission. The decision of the mediator shall not be binding on either party.
- (2)
 - (a) The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article(s) and/or section(s) allegedly violated or misinterpreted. The grievance shall be submitted to the American Arbitration Association (AAA). The arbitrator shall be selected by AAA in accordance with its rules, which shall likewise govern the arbitration proceedings.
 - (b) It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth his/her findings of fact, reasoning and the conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearings or if oral hearings have been waived, then from the date final statements and proof are submitted to him/her, and shall be final and binding upon the Association, its members, all employees covered by this agreement, and the District. The arbitrator will be without power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement, nor shall

he/she make any decisions which require the commission of an act prohibited by law.

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

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

- A. The termination of services or failure to re-employ any probationary NTPSM shall not be arbitrable.
- B. In the case of any matter subject to the procedures specified in the Michigan Teacher's' Tenure Act (MCLA 38.71, as amended), no grievance may be filed until the expiration of thirty (30) calendar days following the conclusion of the Board hearing specified under the Act's provisions. If, at any time prior to the issuance of an award by an arbitrator, proceedings are instituted on behalf of the teacher under provisions of the tenure act, all further proceedings under this grievance procedure shall be terminated and the grievance dismissed with prejudice. Should such action be instituted following a hearing before an arbitrator but prior to the issuance of an award, the Board will communicate same to the arbitrator, specifically citing this provision.

- 17.9 All time limits stated as days or school days in this Article shall be considered as Monday through Friday. In the event a grievance is in process or extends into the summer vacation period, the countable days shall be Monday through Friday. The time limits shall not expire during the school year on a day when school is not in session.
- 17.10 Data concerning grievances shall not be kept in the individual teacher's personnel file.
- 17.11 The aggrieved teacher may request that a properly-authorized representative of the Association be present at each step of the grievance procedure.
- 17.12 When a teacher is to be placed on administrative leave or suspended, the Association president and/or grievance chair shall be present.

ARTICLE XVIII. ACADEMIC FREEDOM

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

an atmosphere in which academic freedom for the teacher and student is encouraged.

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

ARTICLE XIX. COMMITTEES

- 19.1 Subject Area Committees (SACs) - A SAC is composed of teachers representing the K-12 Continuum and selected principals. Leadership for the SACs is under the direction of CITA, with the help of lead teachers, as well as coordinators and/or principals. While all SACs are on-going and active, those called up according to the Five Year CITA Plan meet regularly for three years to review, revise and create curriculum and assessments and to recommend instructional strategies and staff development aligned with the Michigan Framework and common core standards. SAC members will be compensated two (2) hours at the professional rate for each SAC meeting day they attend.
- 19.2 All schools participate in the NCA Performance Accreditation process and aim for Exemplary Capacity or Transitions Accreditation. The expectation is that all teachers will serve on at least one of the committees involved in this process. Examples of committees at each building include steering, goals, articulation and profile committees. There is also a District Steering Committee. In addition, some ad-hoc committees are established as necessary.

ARTICLE XX. STRIKES AND SANCTIONS

- 20.1 The Employer and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) by any teacher or group of teachers, and pledge themselves to the purposes of insuring continuation of the educational program. Additionally, the District agrees not to lock out members of the bargaining unit during the term of this Agreement.
- 20.2 A. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the Administration of this contract or any grievance filed thereunder.
- B. The Board agrees that neither it nor its agents will take nor threaten to take any reprisals, directly or indirectly, against any bargaining unit member regarding the Administration of this contract or any grievance filed thereunder or any complaint made to an administrative agency or court of law.
- 20.3 The Association shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refuse to perform the duties of his/her employment.
- 20.4 The Board of Education, in event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available by law, to seek injunctive relief and damages against the Association, provided, however, that if the Association promptly disclaims in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefore.

- 20.5 Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et seq), as amended or which are otherwise provided by law.

ARTICLE XXI. LAYOFF AND RECALL

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

deemed to be time “continuously employed” only for purposes of seniority accrual (i.e., not for longevity or salary schedule placement). Part-time employees shall receive full seniority credit.

In the circumstance of more than one individual having the same seniority, a tie will be broken by applying the following criteria in the order listed:

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

- (2) The Board will determine the number of NTPSM positions to be filled.
- (3) Any administrator to be placed in the unit will be added to the seniority list and the number of NTPSM positions will be increased by a number corresponding to the number of administrators with sufficient seniority to be placed in a NTPSM position.
- (4) Any administrator placed in the unit having insufficient seniority to claim a NTPSM position shall be placed on the recall list with full seniority. The recall of such administrator shall be consistent with paragraph two (2) above.
- (5) Once the administrator has been in the unit for one (1) year or more, he/she shall be counted as part of the regular teaching force, with all rights and responsibilities associated therewith, and no further special liability will be attached to the Board due to his/her prior administrative standing.

- 21.4
- A. Recall of NTPSMs shall normally be in the inverse order of layoff, i.e., those laid off last will be recalled first: provided, however, that a NTPSM in order to be reassigned a NTPSM shall be appropriately credentialed and qualified for the position he or she is being assigned.
 - B. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following three reasons: a legal obligation of employment which cannot be terminated in time to accept the recall; refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, less benefits, etc.): or the NTPSM qualifies for and receives a leave of absence for disability, child care, uniformed service, or hardship leave under the terms of Article XI of this Agreement. An NTPSM refusing recall, or applying for a leave, shall state the relevant reasons in writing within ten (10) calendar days of receipt of the letter of recall. If the District does not agree that the NTPSM has a basis for refusal of recall or the leave request is denied, the NTPSM shall be notified and given an opportunity to accept recall. An NTPSM who refuses recall because of employment obligations shall remain on the recall list with

recall rights as outlined in this Article after the term of the conflicting employment. NTPSMs who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off NTPSM has a superior right. The rights of NTPSMs who apply for a leave of absence are controlled by Article XI.

- 21.5 No changes in credentials or qualifications taking place subsequent to notification of layoff will be considered by the Board in screening laid off-NTPSM for recall unless the NTPSM notifies the District of the change(s) prior to the commencement of the screening processing for recall to an available position.
- 21.6 The individual contract, executed between each teacher and the District is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- 21.7 No NTPSM shall be laid off under the provisions of this Article unless such NTPSM has been provided with at least sixty (60) calendar days notice prior to the effective date of the layoff. In addition, no NTPSM shall be laid off during the school year except at the end of a marking period and under the following circumstances:
- A. To provide for the return of a NTPSM from a leave of absence, in which case the NTPSM to be laid off shall receive at least sixty (60) calendar days notice or at least thirty (30) calendar days notice if the leave of absence was for less than three (3) months.
 - B. If the District is in a financial emergency due to an executive order, legislative action, constitutional change, or the failure of a millage renewal for the current year, the NTPSM will be given no less than a thirty (30) calendar day notice prior to the effective date of layoff.
- 21.8 A teacher who is placed on layoff with an effective date after June 1 and is then recalled to work by October 1 of that same year shall be reimbursed for the Employer cost of the group insurance benefits that was paid by the teacher for the month of September only.

ARTICLE XXII. MISCELLANEOUS PROVISIONS

- 22.1 The school calendar shall be as set forth in Appendix A.
- 22.2 A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. This Agreement shall supersede any terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board of reference.
- 22.3 Copies of this Agreement shall be printed at the expense of the Employer and presented to all teachers now and hereafter employed by the Employer. The Employer also agrees to furnish the Association with thirty (30) copies of this Agreement for its use, without cost.
- 22.4 This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Employer, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- 22.5 An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 *et seq.* may reject, modify, or terminate this Agreement as provided by law.

ARTICLE XXIII MENTOR TEACHERS

- 23.1 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- 23.2 Participation as a mentor shall be on a volunteer basis.
- A. The mentor position will be first offered to a current bargaining unit member with at least five (5) successful years of teaching completed and a satisfactory record of evaluation. Should the number of beginning teachers exceed the number of volunteer bargaining unit mentors, then the position(s) may be offered to non-bargaining unit personnel at the discretion of the Administration.
 - B. The Administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.
 - C. Efforts will be made to match mentor teacher with mentees who work in the same building and have the same area of certification.
 - D. The mentee shall be assigned to one (1) mentor teacher at a time, unless otherwise mutually agreed. A mentor teacher shall be assigned to only one (1) mentee at a time, unless otherwise mutually agreed.
 - E. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
 - F. Should either the mentor teacher or the mentee present cause to dissolve the relationship subsequent to the initial six (6) months, representatives of the parties will meet with the mentor teacher and the mentee to determine an appropriate course of action.

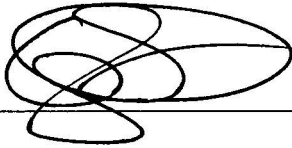
- 23.3 Professional development training required by law or regulation, such as section 1526 of the Michigan School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher. It shall be the obligation of the teachers to satisfy state laws or regulations pertaining to professional development training, certification requirement, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the Board.
- 23.4 A mentor teacher shall receive additional annual compensation of \$165.00, to be increased annually by 62.5% of PPF. Such additional compensation shall be equally divided between the first pay of each semester.

ARTICLE XXIV. DURATION

All Articles of this Agreement shall be effective September 1, 2012 - August 15, 2014. In witness whereof the parties have executed this Agreement by their duly authorized representatives.


Board of Education
South Lyon Community Schools

By President Cindy Overdeck

By Vice President 

South Lyon Education Association, MEA/NEA

By President James P. Brun

By Vice President 

APPENDIX A
 SCHOOL CALENDAR
 SOUTH LYON COMMUNITY SCHOOLS
 2012-2013 CALENDAR

August 27-28.....	New Teacher Orientation
August 29-30.....	New Teacher Curriculum Days
August 31- September 3.....	Labor Day weekend; No school
September 4 -5.....	All Teacher Curriculum Days
September 6.....	Students AM Only
September 7.....	First Full Day of School
October 25	Middle School Parent Teacher Conferences
November 1	High School Parent Teacher Conferences
November 6	All Teacher Curriculum Day
.....	no school for students
November 13 & 15	Elementary Parent Teacher Conferences
.....	Elementary Students ½ Day
November 21	Compensatory Day; No School
November 22-23	Thanksgiving Recess
December 24– January 2.....	Winter Break
January 22-24	Middle School Students
.....	½ day for Assessments
January 22-24	High School Students
.....	½ Day for Assessments
January 25	Records Day - Teachers AM Only
.....	No School for Students
February 18-22	Mid-Winter Break
March 13	All Teacher Curriculum Day;
.....	no school for students
March 29-April 5	Spring Break
April 17	Elementary Records Day
.....	No School for Elementary Students
May 27	Memorial Day
June 11-13	Middle and High School Students
.....	½ Day for Assessments
June 12	1/2 Day Elementary AM Only
June 13	Last Day of School; Students AM Only
.....	Teachers All Day
June 14.....	Records Day; Teachers AM Only

Total Student Days - 175/174 elementary
 Total Teacher Days - 182
 Total New Teacher Days - 186

SOUTH LYON
COMMUNITY SCHOOLS
2013-2014 CALENDAR

August 22-23	New Teacher Orientation
August 26-27	New Teacher Curriculum Days
.....	/ PD for performance
August 28-29	All Teacher Curriculum Days
August 30- September 2	Labor Day weekend; No school
September 3	Students A.M. Only
September 4	First Full Day of School
October 24	Middle School Parent Teacher Conferences
November 5	All Teacher Curriculum Day
.....	No students
November 7	High School Parent Teacher Conferences
November 12 & 14	Elementary Parent Teacher Conferences;
.....	Elementary Students ½ Day
November 27	Compensatory Day; No School
November 28-29	Thanksgiving Recess
December 23– January 3	Winter Break
January 21-23	Middle School Students
.....	½ day for Assessments
January 21-23	High School Students
.....	½ Day for Assessments
January 24	Records Day - Teachers A.M. Only
.....	No School for Students
February 17-21	Mid-Winter Break
March 12	All Teacher Curriculum Day
.....	no school for students
April 7-11	Spring Break
April 18	Good Friday(1 more off due to Good Friday)
April 21	Elementary Records Day
.....	No School for Elementary Students
May 26	Memorial Day
June 10-12	Middle and High School Students
.....	½ Day for Assessments
June 11	Elementary Assessments
.....	½ Day for Assessments
June 12	Last Day of School; Students A.M. Only
.....	Teachers All Day
June 13	Records Day; Teachers A.M. Only

Total Student Days - 175/174 elementary
 Total Teacher Days - 182
 Total New Teacher Days - 186

- A. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. To the extent required by law, the parties will add days or hours of student instruction to the end of the calendar, to make up so called “Act of God” days lost during the school year, in order to meet the minimum requirement(s) to receive State School Aid. Such days will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up in order to receive full State School Aid shall not be added as make up days. Should the law be amended to allow some alternative to make-up of “Act of God” days, the parties will make such amendments to this Agreement as necessary to meet the minimum number of days as required to receive full State Aid. Teachers shall receive no additional compensation for the days added to the calendar to make-up the “Act of God” days lost during the school year.

- B. The high school and middle school will schedule the equivalent of the one (1) full student day including evening, and each building on the elementary schedule will schedule the equivalent of two (2) full student days including evenings for parent-teacher conferences.

- C. The Wednesday before Thanksgiving shall be taken as compensatory time for evening conferences, depending upon the amount of time spent in evening conference.

- D. A total of thirty (30) hours on Tuesdays per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At the elementary, the building administrator and one representative from the upper elementary and one representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four core subject facilitators, one representative from special education, and one representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.

- E. It is agreed that teachers may work from home on the January records day

APPENDIX B SALARY
SCHEDULE
SOUTH LYON COMMUNITY SCHOOLS

2012-13 SALARY SCHEDULE

2012-2013						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	34,941	37,008	38,485	38,777	41,437	42,023
2	36,417	38,777	40,249	40,549	43,202	43,789
3	38,193	40,843	42,313	42,612	45,267	45,858
4	40,249	43,202	44,675	44,973	47,627	48,216
5	42,610	45,858	47,328	47,627	50,278	50,867
6	45,267	48,512	49,984	50,278	52,934	53,521
7	48,375	52,797	54,267	54,568	57,218	57,807
8	51,033	55,697	57,250	57,565	60,362	60,986
9	53,584	58,484	60,113	60,443	63,383	64,035
10	64,155	70,017	71,970	72,363	75,883	76,666
16	64,855	70,717	72,670	73,063	76,583	77,366
22	65,105	70,967	72,920	73,313	76,833	77,616
27	65,255	71,117	73,070	73,463	76,983	77,766
32	65,405	71,267	73,220	73,613	77,133	77,916

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

Steps 16-32 include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

2013-14 MINIMUM SALARY SCHEDULE* (TEACHERS HIRED PRIOR TO JUNE 16, 2013)

2013-2014						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	34,941	37,008	38,485	38,777	41,437	42,023
2	36,417	38,777	40,249	40,549	43,202	43,789
3	38,193	40,843	42,313	42,612	45,267	45,858
4	40,249	43,202	44,675	44,973	47,627	48,216
5	42,610	45,858	47,328	47,627	50,278	50,867
6	45,267	48,512	49,984	50,278	52,934	53,521
7	48,375	52,797	54,267	54,568	57,218	57,807
8	51,033	55,697	57,250	57,565	60,362	60,986
9	53,584	58,484	60,113	60,443	63,383	64,035
10	64,636	70,542	72,510	72,905	76,452	77,241
16	65,341	71,248	73,215	73,611	77,157	77,946
22	65,593	71,499	73,467	73,863	77,409	78,198
27	65,744	71,651	73,618	74,014	77,560	78,349
32	65,895	71,802	73,769	74,165	77,711	78,500

Steps 1-9 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year.

Steps 10 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year, or 0.75%, whichever is greater.

Steps 16-32 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year, or 0.75%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2012-2013 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2013 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

Teachers who were on steps 1-9 in 2012-13 shall remain on the same step in 2013-14

2013-14 SALARY SCHEDULE* (TEACHERS HIRED AFTER TO JUNE 15, 2013)

2013-14 - New Hires						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	34,941	37,008	38,485	38,777	41,437	42,023
2	36,513	38,673	40,217	40,522	43,302	43,914
3	38,156	40,414	42,027	42,345	45,250	45,890
4	39,873	42,232	43,918	44,251	47,287	47,955
5	41,668	44,133	45,894	46,242	49,414	50,113
6	43,543	46,119	47,959	48,323	51,638	52,368
7	45,502	48,194	50,117	50,498	53,962	54,725
8	47,550	50,363	52,373	52,770	56,390	57,187
9	49,690	52,629	54,730	55,145	58,928	59,761
10	51,926	54,997	57,192	57,626	61,579	62,450
11	54,262	57,472	59,766	60,219	64,350	65,260
12	56,704	60,059	62,455	62,929	67,246	68,197
13	59,256	62,761	65,266	65,761	70,272	71,266
14	61,922	65,585	68,203	68,720	73,434	74,473
15	64,636	70,542	72,510	72,905	76,452	77,241
16	65,341	71,248	73,215	73,611	77,157	77,946
22	65,593	71,499	73,467	73,863	77,409	78,198
27	65,744	71,651	73,618	74,014	77,560	78,349
32	65,895	71,802	73,769	74,165	77,711	78,500

* Steps 1-9 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year.

Steps 10 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year, or 0.75%, whichever is greater.

Steps 16-32 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year, or 0.75%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2012-2013 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2013 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

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

APPENDIX C

EXTRA-CURRICULAR ACTIVITIES/COMPENSATION

2012-2014

EXTRA-CURRICULAR ACTIVITIES/COMPENSATION

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

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

All percents (%) are to be based on:

\$ \$43,621.00

For each school year of this contract the base shall be increased by a percentage equal to 62.5% of the PPF increase.

COMPENSATION FOR ATHLETIC POSITIONS (BY SEASON)

The District reserves the right to implement reclassifications of Schedule C athletic positions as the budget allows. The Assistant Superintendent for Administrative Services and the Association President shall meet to discuss the reclassification prior to implementation.

GROUP I (9-11-14%)

HEAD VARSITY FOOTBALL COACH

HEAD VARSITY BASKETBALL COACH

HEAD VARSITY WRESTLING COACH

HEAD VARSITY VOLLEYBALL COACH

VARSITY SWIMMING COACH

GROUP II (9-10-12%)

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

GROUP III (6-8-11%)

ASSISTANT VARSITY FOOTBALL COACH
JV BASKETBALL COACH
JV FOOTBALL COACH
JV VOLLEYBALL COACH JV
WRESTLING COACH FRESHMAN
BASKETBALL COACH FRESHMAN
FOOTBALL COACH HEAD CROSS
COUNTRY COACH HEAD GOLF
COACH
SKI COACH
VARSITY TENNIS COACH
VARSITY BOWLING COACH
VARSITY CHEERLEADING WINTER COACH
VARSITY CHEERLEADING FALL COACH
VARISTY POM PON WINTER COACH
VARSITY POM PON FALL COACH

GROUP IV (5-7-10%)

JV SOCCER COACH
JV BASEBALL COACH
JV SOFTBALL COACH
ASSISTANT VARSITY TRACK COACH
FRESHMAN VOLLEYBALL COACH
FRESHMAN SOFTBALL COACH
FRESHMAN BASEBALL COACH
JV GOLF COACH
JV TENNIS COACH
VARSITY DIVING COACH

JV CHEERLEADING FALL COACH
JV CHEERLEADING WINTER COACH
JV POMPON WINTER COACH
JV POMPON FALL COACH
JV LACROSSE COACH
FRESHMAN CHEERLEADING COACH
FRESHMAN POMPOM COACH

GROUP V (5%)

MIDDLE SCHOOL COACHES (HEAD)

TRACK
WRESTLING
BASKETBALL
VOLLEYBALL
CROSS COUNTRY
SWIMMING

GROUP VII (3%)

MIDDLE SCHOOL COACHES (ASSISTANT)
ASSISTANT VARSITY SOFTBALL COACH*
ASSISTANT VARSITY BASEBALL COACH*
ASSISTANT VARSITY CROSS COUNTY COACH*
EQUESTRIAN COACH
ASSISTANT SWIMMING COACH
ASSISTANT VARSITY BASKETBALL COACH
ASSISTANT HOCKEY COACH
ASSISTANT VOLLEYBALL COACH
ASSISTANT EQUESTRIAN COACH
ASSISTANT WRESTLING COACH

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

SALARY FOR EXTRA DUTIES AND SPECIALIZED SERVICES

GROUP A (15%)

HIGH SCHOOL BAND DIRECTOR (Includes one week summer camp)

GROUP B (13%)

HIGH SCHOOL AND MIDDLE SCHOOL CORE FACILITATORS

ENGLISH
MATH
SOCIAL STUDIES
SCIENCE

GROUP B (11.5%)

HIGH SCHOOL PATHWAY FACILITATORS

GROUP B (8%)

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

GROUP C (7%)

MIDDLE SCHOOL CHORAL DIRECTOR

GROUP D (6%)

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

GROUP E (5%)

HIGH SCHOOL DEBATE HIGH
SCHOOL FORENSICS VOCAL
JAZZ CHOIR DIRECTOR FALL
BAND CAPTION HEAD JAZZ
BAND DIRECTOR

GROUP B (4.5%)

BAND CAMP (UP TO 5)

GROUP F (4%)

DANCE
DRAMATICS (PER PLAY)

HIGH SCHOOL NEWSPAPER ADVISOR
HIGH SCHOOL YEARBOOK
MIDDLE SCHOOL STORE
MIDDLE SCHOOL YEARBOOK
HIGH SCHOOL SPECIAL SUBJECT FACILITATORS
 FINE ARTS
 VOCATIONAL TECHNOLOGY
 BUSINESS COMPUTERS
 STUDENT SERVICES
OCCRA ROBOTICS COACH (2 POSITIONS)
TELEVISION PRODUCTION
WINTER BAND PROGRAM INSTRUCTOR FALL
BAND PROGRAM INSTRUCTOR
FALL BAND CAPTION HEAD

GROUP G (3.5%)

HIGH SCHOOL MUSICAL CHORAL DIRECTOR
VISUAL INSTRUCTOR (BAND)

GROUP H (3%)

MIDDLE SCHOOL NEWSPAPER ADVISOR
HIGH SCHOOL COMPETITIVE MARCHING BAND DIRECTOR
HIGH SCHOOL MUSICAL CHOREOGRAPHER
HIGH SCHOOL MODEL UNITED NATIONS
HIGH SCHOOL SCIENCE OLYMPIAD
MIDDLE SCHOOL SCIENCE OLYMPIAD
HIGH SCHOOL WINTER GUARD ASSISTANT
HIGH SCHOOL QUIZ BOWL
HIGH SCHOOL KEY CLUB
ASTROMONY CLUB
ASSISTANT COLOR GUARD DIRECTOR
ROBOTICS CLUB INSTRUCTOR

GROUP I (2%)

HIGH SCHOOL PUBLICATION, LAUREATE (WHEN THERE IS NO CLASS)
HIGH SCHOOL NATIONAL HONOR SOCIETY
MIDDLE SCHOOL JUNIOR NATIONAL HONOR SOCIETY
HIGH SCHOOL CLASS ADVISORS

MIDDLE SCHOOL STUDENT COUNCIL
HIGH SCHOOL/MIDDLE SCHOOL FUTURE EDUCATORS OF AMERICA
HIGH SCHOOL/MIDDLE SCHOOL FOREIGN LANGUAGE CLUBS
LATIN CLUB

ELEMENTARY CLUBS

* 3 clubs per building as approved by building principal - must meet requirements.

HIGH SCHOOL DRAMA BUSINESS MANAGER

GROUP J (1.5%)

HIGH SCHOOL MUSICAL ORCHESTRA DIRECTOR
HIGH SCHOOL SADD
ROBOTICS CLUB
FIFTH GRADE CAMP 5 DAY
FRESHMAN MENTORING COORDINATOR

GROUP K (1%)

HIGH SCHOOL MUSICAL COSTUME DIRECTOR
HIGH SCHOOL CHORAL ASSISTANT
HIGH SCHOOL BAND ASSISTANT
FIFTH GRADE CAMP 3 DAY
FRESHMAN MENTORING PROGRAM (4 PER BUILDING)

* Professional Activity Rate 2012-2013 \$28.11 per hour (This rate shall be increased by 62.5% of the PPF in each year of this Agreement)

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

**South Lyon Community Schools
NTPSM Evaluation**

Teacher _____ School _____

Building Administrator _____ Date _____

Observation dates: _____

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

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

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

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

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

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

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

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

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

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

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

- 4.1 Establishes routines and expectations which allow for effective use of time
- 4.2 Maintains an organized, safe learning environment

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

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

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

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

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

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

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

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

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

- 7.1 Participates in professional development, staying current in subject matter, research based teaching/learning strategies and technology
- 7.2 Supports and cooperates with district and building procedures
- 7.3 Takes necessary and reasonable precaution to protect the safety of students, equipment, materials and facility
- 7.4 Maintains required records and meets deadlines
- 7.5 Seeks assistance when necessary
- 7.6 Presents self as a professional

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

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

- 8.1 Demonstrates the flexibility necessary to handle the unexpected
- 8.2 Demonstrates use of good judgment
- 8.3 Demonstrates punctuality and dependability
- 8.4 Displays initiative and a positive attitude toward teaching and learning

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

Suggestions for continued growth:

Summative statements:

This evaluation is

above average satisfactory unsatisfactory.

An unsatisfactory evaluation will result in placement on an Individualized Development Plan (IDP) for the following year.

Signature of Evaluator _____ Date _____

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

Signature of NTPSM _____ Date _____

South Lyon Community School

Probationary NTPSM Evaluation

Short Form

NTPSM _____ School _____

Building Administrator _____ Date _____

Time of Observation: From: _____ To: _____

Probationary year 1 2 3 4

CRITERIA

Instructional planning/implementation

Knowledge and application of

teaching/learning theory

Knowledge of subject matter

Organization/management of

learning environment

Relationship with
students/parents/staff/administration

Demonstrates proficiency in oral/written
expression

Professionalism

Personal qualities

Accomplishments

This short form observation indicates

____satisfactory ____ unsatisfactory performance.

Administrator _____ Date _____

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

Probationary NTPSM _____ Date _____

South Lyon Community Schools

Probationary NTPSM Evaluation

Long Form

NTPSM _____ School _____

Building Administrator _____ Date _____

Based on Short Forms (attached) dated: _____

Probationary year 1 2 3 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Evaluator _____ Date _____

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

Signature of NTPSM _____ Date _____

Letter of Agreement Between the South Lyon Board of
Education and the

South Lyon Education Association
MEA/NEA

For the 2012-2013 and 2013-2014 school years only the following language will apply to NTPSMs:

- 14.14.F. Within five (5) school days of the second, or final, observation and no later than May 1, the building principal or his/her designee shall provide the NTPSM with a copy of the written evaluation and meet with the NTPSM to discuss the evaluation.
- 14.14.G. If the NTPSM has received a less than effective performance evaluation, the evaluator shall provide the NTPSM with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher. Satisfactory will be replaced by effective.

For NTPSMs' final evaluations, effectiveness ratings will be utilized.

If a final decision of a court of competent jurisdiction rules that any prohibited bargaining subject identified by Public Act 103 of 2011 is modified or nullified, upon exhaustion of all appeals under the applicable court rules, the Board and the Association shall meet, confer, and bargain in good faith the necessary modifications to the collective bargaining agreement affected by the court ruling related to Public Act 103 even if the collective bargaining agreement has not expired. This condition applies only to the circumstances specified above and does not permit the mid-agreement negotiation of wages, hours, and other terms and conditions of employment not affected by those circumstances unless the parties otherwise mutually agree to re-open the collective bargaining agreement during its term.

Calendar corrected to reflect Tuesday and Thursday elementary half days for 2012-2013 and 2013 - 2014 conferences in November and 2012-2013 June half days.

- 9.3. B. The Board shall make every effort to maintain class sizes at thirty (30) in the five (5) Core Areas (English, Math, Science, Social Studies, and Foreign Language). When a class size of a secondary teacher exceeds one hundred fifty (150) students per day at any time after the Fall Count Day, the teacher will be paid at the rate of \$2.00 per each student report day per student. Any such payments will be made at the end of each semester. A teacher is considered a core teacher if the majority of his/her schedule is teaching core classes, and shall be compensated when he/she exceeds one hundred fifty (150) students per day at any time after the Fall Count Day.

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APPENDIX F

SCHOOL CALENDAR
SOUTH LYON COMMUNITY SCHOOLS
2014-2015 CALENDAR

August 21-22 New Teacher Orientation
August 25-26... New Teacher Curriculum Days/ PD for performance
August 27-28 All Teacher Curriculum Days
August 29- September 1..... Labor Day weekend; No school
September 2 Students A.M. Only
September 3 First Full Day of School
October 23 High School Parent Teacher Conferences
October 30 Middle School Parent Teacher Conferences
November 4 All Teacher Curriculum Day
..... no school for students
November 11 & 13..... Elementary Parent Teacher Conferences;
..... Elementary Students ½ Day
November 26 Compensatory Day; No School
November 27-28 Thanksgiving Recess
December 22– January 2 Winter Break
January 20-22..... Middle School Students ½ day for Assessments
January 20-22..... High School Students ½ Day for Assessments
January 23..... Records Day - No School for Students
February 16-20 Mid-Winter Break
March 11 All Teacher Curriculum Day; no school for students
April 3-10 Spring Break
April 22..... Elementary Records Day
..... No School for Elementary Students
May 25 Memorial Day
June 9-11 Middle and High School Students
..... ½ Day for Assessments
June 10..... 1/2 Day for Elementary Students
June 11 Last Day of School; Students A.M. Only
..... Teachers All Day
June 12 Records Day; Teachers A.M. Only

Total Student Days - 175/174 elementary
Total Teacher Days - 182
Total New Teacher Days - 186

SCHOOL CALENDAR
SOUTH LYON COMMUNITY SCHOOLS
2015-2016 CALENDAR

August 27-28New Teacher Orientation
 August 31- September 1... New Teacher Curriculum Days/ PD for performance
 September 2-3All Teacher Curriculum Days
 September 4-7Labor Day weekend; No school
 September 8.....Students A.M. Only
 September 9.....First Full Day of School
 October 22Middle School Parent Teacher Conferences
 October 29High School Parent Teacher Conferences
 November 3.....All Teacher Curriculum Day
 no school for students
 November 17& 19 Elementary Parent Teacher Conferences;
 Elementary Students ½ Day
 November 25.....Compensatory Day; No School
 November 26-27Thanksgiving Recess
 December 21– January 1..... Winter Break
 January 26-28 ... Middle School Students ½ day for Assessments
 January 26-28 High School Students ½ Day for Assessments
 January 29Records Day - Teachers A.M. Only
 No School for Students
 February 15-19..... Mid-Winter Break
 March 16 All Teacher Curriculum Day; no school for students
 March 25.....Good Friday
 April 4-8 Spring Break
 April 20Elementary Records Day
 No School for Elementary Students
 May 30Memorial Day
 June 14-16 Middle and High School Students
 ½ Day for Assessments
 June 15.....1/2 Day Elementary A.M. Only
 June 16 Last Day of School; Students A.M. Only
 Teachers All Day
 June 17 Records Day; Teachers A.M. Only

Total Student Days - 175/174 elementary
 Total Teacher Days - 182
 Total New Teacher Days - 186

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

REVISED APPENDIX B
SALARY SCHEDULE
SOUTH LYON COMMUNITY SCHOOLS

2012-13 SALARY SCHEDULE

2012-2013						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	35,116	37,193	38,677	38,971	41,644	42,233
2	36,599	38,971	40,450	40,752	43,418	44,008
3	38,384	41,047	42,525	42,825	45,493	46,087
4	40,450	43,418	44,898	45,198	47,865	48,457
5	42,823	46,087	47,565	47,865	50,529	51,121
6	45,493	48,755	50,234	50,529	53,199	53,789
7	48,617	53,061	54,538	54,841	57,504	58,096
8	51,288	55,975	57,536	57,853	60,664	61,291
9	53,852	58,776	60,414	60,745	63,700	64,355
10	64,314	70,191	72,148	72,542	76,071	76,856
16	65,014	70,891	72,848	73,242	76,771	77,556
22	65,264	71,141	73,098	73,492	77,021	77,806
27	65,414	71,291	73,248	73,642	77,171	77,956
32	65,564	71,441	73,398	73,792	77,321	78,106

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

Steps 16-32 include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

2013-14 MINIMUM SALARY SCHEDULE* (TEACHERS HIRED PRIOR TO JUNE 16, 2013)

2013-2014						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	35,116	37,193	38,677	38,971	41,644	42,233
2	36,599	38,971	40,450	40,752	43,418	44,008
3	38,384	41,047	42,525	42,825	45,493	46,087
4	40,450	43,418	44,898	45,198	47,865	48,457
5	42,823	46,087	47,565	47,865	50,529	51,121
6	45,493	48,755	50,234	50,529	53,199	53,789
7	48,617	53,061	54,538	54,841	57,504	58,096
8	51,288	55,975	57,536	57,853	60,664	61,291
9	53,852	58,776	60,414	60,745	63,700	64,355
10	64,957	70,893	72,870	73,268	76,832	77,625
16	65,664	71,600	73,577	73,975	77,539	78,332
22	65,916	71,852	73,829	74,227	77,791	78,584
27	66,068	72,004	73,981	74,379	77,943	78,736
32	66,219	72,155	74,132	74,530	78,094	78,887

Steps 1-9 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2013-2014 fiscal year.

Steps 10 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2013-2014 fiscal year, or 1.00%, whichever is greater.

Steps 16-32 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year, or 1.00%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2012-2013 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2013 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

Teachers who were on steps 1-9 in 2012-13 shall remain on the same step in 2013-14

2013-14 MINIMUM SALARY SCHEDULE* (TEACHERS HIRED AFTER TO JUNE 15, 2013)

2013-14 - New Hires						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	35,116	37,193	38,677	38,971	41,644	42,233
2	36,696	38,867	40,418	40,725	43,518	44,134
3	38,347	40,616	42,237	42,557	45,476	46,120
4	40,073	42,443	44,137	44,472	47,523	48,195
5	41,876	44,353	46,124	46,474	49,661	50,364
6	43,761	46,349	48,199	48,565	51,896	52,630
7	45,730	48,435	50,368	50,750	54,232	54,999
8	47,788	50,615	52,635	53,034	56,672	57,473
9	49,938	52,892	55,003	55,421	59,222	60,060
10	52,185	55,272	57,478	57,914	61,887	62,762
11	54,534	57,760	60,065	60,521	64,672	65,587
12	56,988	60,359	62,768	63,244	67,582	68,538
13	59,552	63,075	65,592	66,090	70,624	71,622
14	62,232	65,913	68,544	69,064	73,802	74,845
15	64,957	70,893	72,870	73,268	76,832	77,625
16	65,664	71,600	73,577	73,975	77,539	78,332
22	65,916	71,852	73,829	74,227	77,791	78,584
27	66,068	72,004	73,981	74,379	77,943	78,736
32	66,219	72,155	74,132	74,530	78,094	78,887

* Steps 1-9 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2013-2014 fiscal year.

Steps 10 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2013-2014 fiscal year, or 1.00%, whichever is greater.

Steps 16-32 of the 2012-2013 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2013-2014 fiscal year, or 1.00%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2012-2013 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2013 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

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

2014-15 MINIMUM SALARY SCHEDULE* (TEACHERS HIRED PRIOR TO JUNE 16, 2013)

2014-2015						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	35,116	37,193	38,677	38,971	41,644	42,233
2	36,599	38,971	40,450	40,752	43,418	44,008
3	38,384	41,047	42,525	42,825	45,493	46,087
4	40,450	43,418	44,898	45,198	47,865	48,457
5	42,823	46,087	47,565	47,865	50,529	51,121
6	45,493	48,755	50,234	50,529	53,199	53,789
7	48,617	53,061	54,538	54,841	57,504	58,096
8	51,288	55,975	57,536	57,853	60,664	61,291
9	53,852	58,776	60,414	60,745	63,700	64,355
10	65,606	71,602	73,599	74,000	77,600	78,401
16	66,321	72,316	74,313	74,714	78,314	79,115
22	66,576	72,571	74,568	74,969	78,569	79,370
27	66,729	72,724	74,721	75,122	78,722	79,523
32	66,882	72,877	74,874	75,275	78,875	79,676

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

*Steps 1-9 of the 2013-2014 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2014-2015 fiscal year.

Steps 10 of the 2013-2014 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2014-2015 fiscal year, or 1.00%, whichever is greater.

Steps 16-32 of the 2013-2014 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2014-2015 fiscal year, or 1.00%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2013-2014 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2014 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

2014-15 MINIMUM SALARY SCHEDULE* (TEACHERS HIRED AFTER TO JUNE 15, 2013)

2014-15 - New Hires						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	35,116	37,193	38,677	38,971	41,644	42,233
2	36,696	38,867	40,418	40,725	43,518	44,134
3	38,347	40,616	42,237	42,557	45,476	46,120
4	40,073	42,443	44,137	44,472	47,523	48,195
5	41,876	44,353	46,124	46,474	49,661	50,364
6	43,761	46,349	48,199	48,565	51,896	52,630
7	45,730	48,435	50,368	50,750	54,232	54,999
8	47,788	50,615	52,635	53,034	56,672	57,473
9	49,938	52,892	55,003	55,421	59,222	60,060
10	52,185	55,272	57,478	57,914	61,887	62,762
11	54,534	57,760	60,065	60,521	64,672	65,587
12	56,988	60,359	62,768	63,244	67,582	68,538
13	59,552	63,075	65,592	66,090	70,624	71,622
14	62,232	65,913	68,544	69,064	73,802	74,845
15	65,036	71,602	73,599	74,000	77,600	78,401
16	66,321	72,316	74,313	74,714	78,314	79,115
22	66,576	72,571	74,568	74,969	78,569	79,370
27	66,729	72,724	74,721	75,122	78,722	79,523
32	66,882	72,877	74,874	75,275	78,875	79,676

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

* Steps 1-9 of the 2013-2014 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2014-2015 fiscal year.

Steps 10 of the 2013-2014 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2014-2015 fiscal year, or 1.00%, whichever is greater.

Steps 16-32 of the 2013-2014 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2014-2015 fiscal year, or 1.00%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2013-2014 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2014 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

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

2015-16 MINIMUM SALARY SCHEDULE* (TEACHERS HIRED PRIOR TO JUNE 16, 2013)

2015-2016						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	35,116	37,193	38,677	38,971	41,644	42,233
2	36,599	38,971	40,450	40,752	43,418	44,008
3	38,384	41,047	42,525	42,825	45,493	46,087
4	40,450	43,418	44,898	45,198	47,865	48,457
5	42,823	46,087	47,565	47,865	50,529	51,121
6	45,493	48,755	50,234	50,529	53,199	53,789
7	48,617	53,061	54,538	54,841	57,504	58,096
8	51,288	55,975	57,536	57,853	60,664	61,291
9	53,852	58,776	60,414	60,745	63,700	64,355
10	66,263	72,318	74,335	74,740	78,376	79,185
16	66,984	73,039	75,056	75,462	79,097	79,906
22	67,241	73,297	75,313	75,719	79,355	80,164
27	67,396	73,451	75,468	75,874	79,510	80,318
32	67,550	73,606	75,622	76,028	79,664	80,473

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

*Steps 1-9 of the 2014-2015 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2015-2016 fiscal year.

Steps 10 of the 2014-2015 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School’s final per pupil foundation grant increase for the 2015-2016 fiscal year, or 1.00%, whichever is greater.

Steps 16-32 of the 2014-2015 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2015-2016 fiscal year, or 1.00%, whichever is greater. These steps include additional longevity dollars. To be eligible for these amounts, the years are totaled as follows: The number of years completed plus the current year, i.e., to earn credit for twenty-two (22) years, a teacher must have completed twenty-one (21) years and be employed by the Board in his/her twenty-second (22nd) year.

The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final salary schedule of the 2014-2015 fiscal year.

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2015 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

2015-16 MINIMUM SALARY SCHEDULE* (TEACHERS HIRED AFTER TO JUNE 15, 2013)

2015-16 - New Hires						
	BA	BA18	MA	MA15	MA30	ED. SPEC
1	35,116	37,193	38,677	38,971	41,644	42,233
2	36,696	38,867	40,418	40,725	43,518	44,134
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27	67,396	73,451	75,468	75,874	79,510	80,318
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Teachers who are not at the top step of the salary schedule shall move up one step each year in accordance with the practice in effect prior to July 1, 1986.

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Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2015 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2012.

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