

**MASTER AGREEMENT**

**between**

**NORTHVILLE EDUCATION ASSOCIATION**

**and the**

**NORTHVILLE PUBLIC SCHOOLS**

**2011-2012 and 2012-2013  
SCHOOL YEARS**

**August 26, 2011 - August 25, 2013**

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I, RECOGNITION .....</b>	<b>1</b>
Section A - Recognition.....	1
Section B - Agency Shop.....	1
Section C - Association Dues Deductions .....	2
Section D - Association Membership .....	3
Section E - Payroll Deductions .....	3
<b>ARTICLE II, ASSOCIATION RIGHTS AND RESPONSIBILITIES .....</b>	<b>4</b>
Section A - Insignia .....	4
Section B - Bulletin Board Space .....	4
Section C - Use of School Facilities and Equipment .....	5
Section D - Available Information.....	5
Section E - Right to Discuss Views with Board.....	5
Section F - Association Officials in School Building.....	5
Section G - Performance of Duty .....	5
Section H - Discussing Local Bargaining with Students .....	5
Section I - Delivery of Association Mail .....	5
<b>ARTICLE III, TEACHERS RIGHTS AND RESPONSIBILITIES .....</b>	<b>6</b>
Section A - Responsibilities Beyond Regular Teaching Hours .....	6
Section B - Use of School Facilities .....	6
Section C - Non-Discrimination of Teachers.....	6
Section D - Treatment of Students.....	6
Section E - Teaching Certificate and Official Transcript .....	6
Section F - Reporting Absences.....	7
Section G - School Closings .....	7
Section H - Presence of Additional Teacher During Reprimand.....	7
Section I - Intent to Terminate Employment .....	8
Section J - Enforcement of Student Code of Conduct .....	8
Section K - Compliance with ESEA.....	8
<b>ARTICLE IV, BOARD RIGHTS AND RESPONSIBILITIES.....</b>	<b>8</b>
Section A - Administrative Control of District.....	8
Section B - Hiring, Promotion and Discharge of Teachers .....	8
Section C - Exercise and Limitation of Power, Rights, Authority .....	8
<b>ARTICLE V, GRIEVANCE PROCEDURE.....</b>	<b>9</b>
Section A - Definitions .....	9
Section B - Purpose.....	9
Section C - Steps of Grievance Procedure .....	9
Section D - Time for Processing Grievances.....	11
Section E - Timeliness of Appeals.....	11
Section F - Grievance after Resignation .....	11
Section G - Reprisals .....	11

Section H - Presence of Grievant.....	11
Section I - Group Grievances.....	12
Section J - Prior Grievances .....	12
Section K - Finance Liability .....	12
Section L - Matters Not Subject to Grievance Procedure .....	12
Section M - Grievance Documents in Personnel Files .....	12
Section N - Grievance Information .....	13
<b>ARTICLE VI, SALARY AND FRINGE BENEFITS .....</b>	<b>13</b>
Section A - Salary Schedule .....	13
Section B - Teacher's Hourly and Daily Wage .....	14
Section C - Extra-Curricular Pay .....	14
Section D - Medical Insurance .....	14
Section E - Dental Insurance.....	15
Section F - Vision Care Insurance .....	15
Section H - Long-Term Disability .....	15
Section I - Liability .....	16
Section J - Workers' Compensation .....	16
Section K - Longevity Benefit .....	16
Section L - Retirement Pay .....	17
Section M - Tuition Reimbursement .....	17
Section N - Extra-Credit Pay .....	19
Section O - Driver Education .....	19
Section P - Outside Experience Credit.....	20
Section Q - Establishment of Salary for New Position.....	20
Section R - Part-Time Teachers Hospitalization and Life Insurance .....	20
<b>ARTICLE VII, WORKING CONDITIONS .....</b>	<b>20</b>
Section A - General .....	20
Section B - Work Year .....	20
Section C - Work Day .....	22
Section D - Teaching Loads .....	25
Section E - Assignments.....	25
Section F - Teaching Facilities .....	29
Section G - Faculty Committees .....	30
Section H - Responsibilities During the Contractual Day .....	30
Section I - Use of Tobacco on District Property .....	31
Section J - Teachers of Special Classes .....	31
Section K - Combination Classrooms/Secondary Special Situations .....	31
Section L - I.E.P.'s .....	32
Section M - Co-Teaching .....	33
Section N - SEP SCI/SXI Summer Program .....	33
Section O - Parent Viewer Responsibility (Currently Parent Connect).....	34
<b>ARTICLE VIII, LEAVES.....</b>	<b>34</b>
Section A - Sick Leave.....	34
Section B - Absence Prior to or Following Holiday or Vacation .....	38

Section C - Leaves of Absence With Pay .....	38
Section D - Personal Leave .....	39
Section E - Study Leave .....	40
Section F - M.E.A. (State)/N.E.A. (National) Association Presidency .....	40
Section G - Military Leave.....	41
Section H - Peace Corps/VISTA.....	41
Section I - Public Office Leave .....	42
Section J - Experience Credit at Start of .....	42
Section K - Insurance Coverage During Leave .....	42
Section L - SEP Summer Leaves of Absence.....	42
Section M - Family and Medical Leave .....	42
Section N - Part-Time Teachers Sick Leave, Personal Days and Tuition Reimbursement .....	45
<b>ARTICLE IX, PROTECTION OF TEACHERS.....</b>	<b>45</b>
Section A - Administrative Support .....	45
Section B - Assault .....	45
Section D - Loss or Damaged/Personal Property .....	45
Section E - Lost Time .....	46
Section F - Period of Probation .....	46
Section G - Liability Insurance .....	46
Section H - Surveillance Equipment.....	47
<b>ARTICLE X, NEGOTIATION PROCEDURE .....</b>	<b>47</b>
Section A - Negotiating .....	47
Section B - Right and Opportunity to Make Proposals.....	47
Section C - Right to Act.....	47
Section D - Modification of Agreement .....	48
Section E - Monthly Contract Maintenance Meetings.....	48
Section F - Emergency Manager.....	48
<b>ARTICLE XI, VACANCIES, PROMOTIONS AND TRANSFERS .....</b>	<b>48</b>
Section A - Seniority.....	48
Section B - Vacancies .....	49
Section C - Transfers .....	49
Section D - Promotion .....	50
<b>ARTICLE XII, LAYOFF AND RECALL .....</b>	<b>51</b>
Section A - Layoff of K-12 Personnel .....	51
Section B - Layoff of S.E.P. Personnel.....	53
Section C - Loss of Benefits During Layoff .....	54
Section D - Recall Rights.....	54
Section E - Securing Credentials for Vocational Education or Reading Reassignment .....	55
Section F - Notice of Recall.....	55
Section G - Exception to Qualification Retirement .....	55

<b>ARTICLE XIII, TEACHER EVALUATION .....</b>	<b>55</b>
Section A - Expectations and Standards of Performance .....	55
Section B - Observation and Evaluation Conferences.....	56
Section C - Evaluation Procedure and Form.....	57
Section D - Scheduling Observations .....	57
Section E - Suggestions for Improvements.....	57
Section F - Access to Personnel File.....	57
Section G - Notification of Non-Renewal, Discharge or Demotion of a Probationary Teacher .....	57
Section H - Mentor Teacher Program.....	57
Section I - Goal-Based Evaluation.....	58
<b>ARTICLE XIV, STRIKES AND SANCTIONS .....</b>	<b>60</b>
Section A - Commitment to the Construction of the Educational Program .....	60
Section B - Reprisals.....	60
Section C - Violation of Article XIV .....	60
<b>ARTICLE XV, GENERAL .....</b>	<b>61</b>
Section A - Academic Freedom .....	61
Section B - Previous Agreements .....	61
Section C - Compliance with the Laws of the State of Michigan.....	61
Section D - Benefits for Part-Time Teachers.....	61
Section E - Extended School Year.....	61
Section F - Student Code of conduct and Student Abuse Policy.....	61
<b>ARTICLE XVI, CHARTER SCHOOLS .....</b>	<b>61</b>
Section A - Notice to the Association.....	61
Section B - Information and Consultation .....	62
Section C - Employees.....	62
<b>ARTICLE XVII, DURATION .....</b>	<b>62</b>
<b>APPENDIX A, K-12 SALARY SCHEDULES .....</b>	<b>64</b>
<b>APPENDIX B, SEP SALARY SCHEDULES .....</b>	<b>70</b>
<b>APPENDIX C, CALENDARS .....</b>	<b>76</b>
<b>APPENDIX D, EXTRA-CURRICULAR ACTIVITIES .....</b>	<b>78</b>
<b>APPENDIX E, TEACHER EVALUATIONS .....</b>	<b>83</b>
<b>APPENDIX F, REGISTRATION OF GRIEVANCE .....</b>	<b>94</b>
<b>APPENDIX G-1 and G-2, ELEMENTARY AND MIDDLE SCHOOL     SHARED-TIME TEACHING ASSIGNMENTS .....</b>	<b>95</b>
<b>LETTERS OF UNDERSTANDING .....</b>	<b>103</b>

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

AGREEMENT made and entered into at Northville, Michigan, this 14<sup>th</sup> day of September, 2011, by and between the NORTHVILLE PUBLIC SCHOOLS, WAYNE, OAKLAND AND WASHTENAW COUNTIES, STATE OF MICHIGAN, party of the first part, hereinafter referred to as the "District," and the NORTHVILLE EDUCATION ASSOCIATION, party of the second part, hereinafter referred to as the "Association."

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I - RECOGNITION**

**SECTION A - RECOGNITION**

The Board herein recognizes the Association as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, with respect to rates of pay, hours of work and other conditions of employment for all regularly employed teaching personnel, substance abuse counselors, psychologists, social workers, occupational and physical therapists and Registered Nurses, excluding the Superintendent, Assistant Superintendents, Directors, Coordinators, Managers, Supervisors, Principals, Assistant Principals, the Athletic Director, substitute teachers, teacher assistants and other attendance officers, student teachers, summer school teachers, and driver's education teachers who are not currently employed as teachers by the District and all other administrative, supervisory and executive personnel. Also excluded are custodial, secretaries, clerks, cafeteria, maintenance, operational and transportation personnel.

**SECTION B - AGENCY SHOP**

1. The Board agrees not to negotiate with any teacher organization other than the Northville Education Association for the duration of this Agreement.
2. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement,

whichever is later, join the Association or (2) pay a Service Fee to the Association, which shall not exceed the amount of Association dues collected from Association members, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Section C of this Article.

In the event that the bargaining unit member shall not pay the regular periodic dues for the Association or such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, and at the request of the Association, deduct the regular periodic dues or the Service Fee from the bargaining unit member's wages and remit same to the Association.

3. This Article will be subject to the provisions of applicable law. In the event that this Article should be challenged through any court or administrative agency, the Association will pay the reasonable expenses of such proceedings, also including the fees of legal counsel retained by the Board. If this Article is found to violate law, the Association will be responsible for any loss or damage, including back pay, awarded by a court or administrative agency.

#### **SECTION C - ASSOCIATION DUES DEDUCTIONS**

1. The Board agrees to deduct from the salaries of teachers, regular periodic dues for the Association as set up in its Constitution, when authorized in writing by the teacher.
2. Individual authorization forms are to be furnished by the Association, and when executed, filed by it with the District's Business Office.
3. Authorization must be filed with the District's Business Office one (1) week prior to the second scheduled pay day of each school year.
4. Authorization once filed with the District's Business Office will continue in effect until revoked by the teacher, on a form available from the Association, and filed with the District's Business Office. A revocation filed after September 1st of the coming school year will be effective until the first paycheck due in the following school year.
5. The right to refund to teachers monies deducted from their salaries under such authorizations will be solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
6. The procedure for deductions will be:
  - a. Within ten (10) days after the beginning of the school year the Association will certify to the Board, in writing, the current rate of combined Association dues Local (N.E.A.), State (M.E.A.) and National (N.E.A.).

- b. Deduction will be made in twenty (20) equal installments on each pay after receipt of the authorization after employment.
- c. Dues deducted will be transmitted to the Association on a prompt basis, but not less than monthly. The Association will be responsible for disbursement of Michigan Education Association and National Education Association dues paid to it, to the Treasurer of those organizations.

#### **SECTION D - ASSOCIATION MEMBERSHIP**

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

#### **SECTION E - PAYROLL DEDUCTIONS**

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

- 1. Tax Sheltered Annuity (403B) plan premiums: The District agrees to make an annuity deduction for the M.E.A. Tax Deferred Annuity Plan and for other annuity plans provided by the District. Said plans will be continued as long as teachers are actively enrolled. Changes in annuity deductions may be made in the months of September, January and April. No changes in annuity deductions will be made at other times except for good cause and with the approval of the Superintendent or the Superintendent's designee.
- 2. Michigan Educational Credit Union: Changes in amounts deducted will be granted in the months of September, January and April. No changes in deductions will be made at other times except for good cause and with the approval of the Superintendent or the Superintendent's designee.
- 3. Flexible Spending Account: The District shall continue to offer a Section 125 Flexible Spending Account option to make pre-tax deductions for health care and dependent care,



subject to applicable IRS regulations. The District shall have the right to select the third-party administrator.

4. Long-Term Disability and Life Insurance: When additional long-term disability and/or life insurance is offered by the District's provider(s), deductions shall be made through payroll deduction. In the event a teacher is on an unpaid leave, arrangements must be made in advance with the Payroll Office for continued payment of said premiums.
5. Service Credit: The District agrees to continue to make a deduction for those members purchasing service credit from the state.
6. The District further agrees to disburse such deductions for the purpose intended, as soon as practicable, but not later than ten (10) working days except in extreme cases of emergency.

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

### **SECTION A - INSIGNIA**

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

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

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

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

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

1. Facilities usable: A room in which to conduct work sessions. Use of the room will be cleared with building principals in advance. If the Association desires to meet at a time other than during the normal working hours of the building custodian, it will pay any additional custodial costs incurred by the District.
2. All work to be done and equipment and facilities used will be in the best interest of the Northville Public Schools.
3. If there is excessive use of materials, the Association will reimburse the District for the reasonable costs of such excess materials.
4. All work will be done before or after teaching hours.

5. Use of approved equipment and facilities is not to interfere with the instructional program or administrative needs.

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

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

1. Board meeting agendas and minutes.
2. Annual Financial Reports.
3. Student membership and census data.
4. Information required by law as may be necessary for the Association to process a grievance.

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE III - TEACHERS RIGHTS AND RESPONSIBILITIES**

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

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

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

In accordance with existing Board policies, individual teachers will have the right of using facilities for meetings in a school building owned or leased by the District.

### **SECTION C - NON-DISCRIMINATION OF TEACHERS**

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

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

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

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

The teacher has the responsibility for submitting his/her valid teaching certificate with the Superintendent of Schools through the Office of Human Resources within fifteen (15) days after his/her employment. The teacher also is responsible for resubmitting required renewal certificates and changes in certification including new endorsements promptly.

A psychologist, social worker, physical and occupational therapist also has the responsibility for submitting his/her valid certification and/or license with the Superintendent of Schools within fifteen (15) days after his/her employment and is also responsible for resubmitting required renewal certificates/licenses and changes in certificates, including new endorsements, promptly. Each teacher, psychologist, social worker and occupational and physical therapist must file with the Superintendent of Schools in addition to a valid certificate or license with appropriate approvals, an official up-to-date transcript of credits. Failure to file the certificate or transcript may result in the withholding of pay until such filing has been completed. The holding of a valid certificate and/or license as required will remain a condition of employment.

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

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

When a teacher is unable to be in school on any given day, he/she will contact the District as early as possible to state the reason for the absence. The current procedure is for the teacher to enter his/her absence into AESOP or automated system by telephone or via the Internet. The call should be made no later than approximately sixty (60) minutes prior to the teacher's reporting time, in order that the District Attendance Specialist may arrange for a substitute teacher. In the event the teacher knows that he/she will be unable to return to work the next school day, he/she will report this fact using AESOP or automated system, before 2:00 p.m. of the day of his/her absence. Failure to report an absence as outlined above may constitute an unauthorized absence and may result in loss of pay for that day. In the event that the AESOP or automated system is not operational, the teacher will call the District Attendance Specialist and/or the Building Administrator. Failure to report an absence as outlined above may constitute an unauthorized absence and may result in loss of pay for that day. If none of the reporting options are available (i.e., AESOP or automated system, District Attendance Specialist, Building Administrator), no loss of pay will result.

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

In any situation (such as severe weather, heating plant failure, quarantine, etc.) when in the opinion of the Superintendent of Schools it is necessary to discontinue regular classes for pupils in any one school or in the entire district, information will be provided through a designated radio station or by telephoning the teacher sixty (60) minutes before reporting time. It is expected that teachers will report work at the regular time for assignment unless notified otherwise by the Superintendent or his designee.

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

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

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

Teachers will at their request be entitled to the presence of a teacher representative of his/her own choosing when said teacher is called to the office of an administrator for the intended purpose of an official reprimand or disciplinary action regarding his/her teaching performance. Normally expected yearly evaluations of teaching performance are excluded from the clause.

**SECTION I - INTENT TO TERMINATE EMPLOYMENT**

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

**SECTION J - ENFORCEMENT OF STUDENT CODE OF CONDUCT**

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

**SECTION K - COMPLIANCE WITH ESEA**

The District and the Association agree to comply with the provisions of ESEA (No Child Left Behind Act of 2001) and the Michigan Department of Education in applying and determining highly-qualified status. The parties have agreed to use the portfolio assessment option entitled "Highly Qualified Teacher Portfolio Resource Guide," dated August, 2005.

**ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES**

**SECTION A - ADMINISTRATIVE CONTROL OF DISTRICT**

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

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

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

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

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

## ARTICLE V - GRIEVANCE PROCEDURE

### SECTION A - DEFINITIONS

1. A "grievance" is an alleged violation of a specific Article or Section of this Agreement, or a specific rule of the Board, or administrative regulation.
2. The term "teacher" means bargaining unit members and may include a group of teachers who are similarly affected by a grievance.
3. A "party of interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The term "days" when used in this article will, except where otherwise indicated, mean working school days.

### SECTION B - PURPOSE

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

### SECTION C - STEPS OF GRIEVANCE PROCEDURE

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

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

grievance form will be submitted to the building principal/supervisor within seven (7) days after the decision at Level One.

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

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

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

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

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

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

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

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

It will be the function of the arbitrator, after due investigation, to make a decision in writing and set forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator's decision will be final and binding upon the Association, its members, all employees covered by this Agreement, and the District. The arbitrator will be without power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor will he/she make any decisions which require the commission of an act prohibited by law.

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

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

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

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

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

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

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

#### **SECTION G - REPRISALS**

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

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

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



## **SECTION I - GROUP GRIEVANCES**

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

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

## **SECTION J - PRIOR GRIEVANCES**

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

## **SECTION K - FINANCE LIABILITY**

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

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

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

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

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

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

## **SECTION N - GRIEVANCE INFORMATION**

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

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

### **SECTION A - SALARY SCHEDULE**

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

#### **Wages**

Commencing with the 2011-2012 school year, and continuing through the 2012-13 school year, the wage rates reflected in Appendix A and Appendix B reflect a 1% on schedule reduction from 2010-11 school year. Wages actually paid to members of the bargaining unit shall be those rates set forth in Appendix A and Appendix B, reduced by an additional 3.00% from the 2010-11 schedule, resulting in an overall 4% wage reduction.

Teachers eligible for a step increase in the 2011-2012 school year shall advance only  $\frac{1}{4}$  step in that school year. Any lateral movement as a result of additional education will also be at the  $\frac{1}{4}$  rate. Likewise, teachers eligible for a step increase in the 2012-2013 school year shall advance only  $\frac{1}{4}$  step in that school year. Any lateral movement as a result of additional education will also be at the  $\frac{1}{4}$  rate.

In addition to any other salary reductions, each teacher shall have his/her salary in the 2011-2012 and the 2012-2013 school years reduced by the equivalent of two (2) days pay in each of those school years. Each teacher will take two (2) unpaid furlough days during each of those school years on days on the "teacher work days" in January and June of that school year, on which day teachers would not be expected to report for work, but would remain responsible for the timely completion of their duties.

For those SEP teachers hired after July 1, 2011, that salary schedule shall be identical to the K-12 salary schedule. Hours worked in the SCI/SXI Summer Program will be compensated on a pro rata basis. The SEP salary schedules reflect both a reduction in wages based on the agreed program reductions, as well as the 3% (off schedule) and 1% (on schedule) wage reductions, as referenced previously in this section. The SEP salary schedules will be reopened in the event that an Act 18 audit requires further alignment with K-12 salary schedules.

The 3% off schedule reduction and the two (2) furlough days will sunset at the expiration of this contract.

## **SECTION B - TEACHER'S HOURLY AND DAILY WAGE**

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

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

1. It is expressly understood that all extra-curricular duties are not subject to tenure with respect to assignment and reassignment. It is further understood that part of the extra-curricular assignment is supplying the administration with requested information relative to the activities of extra-curricular assignments.
2. Extra-curricular salaries for the duration of this Agreement will be in accord with Appendix D. For purposes of calculating the extra-curricular rates, the BA base for 2011/2012 and 2012/2013 shall be \$39,699.

## **SECTION D - MEDICAL INSURANCE**

1. The School District agrees to provide coverage for all full-time employees and their immediate families under Health Alliance Plan or Community Blue-P.P.O #1 through December 31, 2011. Employees may continue the Voluntary Sterilization Rider (VST). Employees may continue the Voluntary Abortion Rider (XVA2) provided they pay the premium through voluntary payroll deduction. Beginning January 1, 2012, the School District agrees to provide coverage for all full-time employees and their immediate families under Flexible Blue 2 Health Savings Account Plan. The School District shall prefund the annual deductible as follows: \$1,000 for single, \$2,000 for Couple or Family, with pre-funding to occur prior to January 1st each year.
2. Any claim settlement between the teacher and the above carrier will not be subject to the grievance procedure.
3. Teachers and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above, nor will they be eligible for a separate District contribution to the HSA. If the teacher should lose such coverage, they will become eligible for benefits of this agreement without penalty.
4. If during the life of the contract the Federal Government develops and implements a National Health Program, the Association will maintain, for the life of the contract, the health insurance in place at the time the National Program is implemented. If the Federal Government imposes a National Health Program on existing contracts before their term expires, and the program results in additional costs for the District, individual members will absorb the new costs.

5. Each member of the bargaining unit receiving health insurance during all or any portion of a calendar month will contribute by pre-tax payroll deduction a monthly amount equal to 20% of the cost of the health insurance plan in effect for that employee. The cost of the health insurance for these purposes shall be based upon the then-current illustrative renewal rates.

### **SECTION E - DENTAL INSURANCE**

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

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

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

Orthodontic Rider - Effective with the first day of September, 1988 the District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age eighteen at a fifty percent (50%) benefit level (co-pay) with a \$1,000 maximum per eligible member.

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

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

### **SECTION F - VISION CARE INSURANCE**

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

1. Vision Examination with \$6.50 deductible.
2. Lenses and Frames with \$18.00 deductible.

3. Contact Lenses -
  - a. Cosmetic - Up to \$90.00 including exam.
  - b. Non-Cosmetic - (correcting visual acuity) - Payment in full.

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

**SECTION G - LIFE INSURANCE**

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

**SECTION H - LONG TERM DISABILITY**

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

**LONG TERM DISABILITY BENEFITS**

*Maximum Monthly Benefit	\$2,000
*Benefit Percentage	66.67% of Covered Salary
*Elimination Period	90 Consecutive Calendar Days
*Sick Leave	Total Disability or Sick Leave/Min. Benefit
*Maximum Benefit Period	To Age 65, Reduced after 60

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

**SECTION I - LIABILITY**

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

**SECTION J - WORKER'S COMPENSATION**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act will receive from the Board of Education the difference between

the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide.

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

When the employee returns, his/her sick leave bank will be returned to the balance on record before the time of injury or disease.

### **SECTION K - LONGEVITY BENEFIT**

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

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

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

### **SECTION L - RETIREMENT PAY**

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

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

### **SECTION M - TUITION REIMBURSEMENT**

Teachers will be fully reimbursed for actual tuition expenses paid not to exceed Nine Hundred Fifty Dollars (\$950.00) for the duration of this contract.

1. To be eligible for reimbursement:
  - a. Teachers must continue in the employ of the District for a minimum of one semester following the completion of the course for which tuition is requested. Newly employed teachers must complete one semester of teaching before they are eligible to receive tuition reimbursement.
  - b. The credit semester hours must have been earned after the teacher has received his/her provisional certificate.
  - c. The credit hours must be graduate class hours (in the 500 series or above). All other hours including independent study hours, must have the prior approval of the Superintendent or the Superintendent's designee.
  - d. The graduate credit hours must be on a degree program related to the teaching area of instruction in the regular school day program or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.
  - e. The credit hours must have been earned from a college or university accredited for teacher education.
2. Qualification for tuition reimbursement will include:
  - a. Completed application form as provided by the District.
  - b. Appropriate verification indicating satisfactory completion of course(s) taken and, if required, the teacher's planned course of study.
  - c. Copy of appropriate tuition receipt.
  - d. Copy of Superintendent's approval, if approval was required.
3. The deadline for filing application for tuition reimbursement will be:
  - a. Courses which are concluded between February 1 and July 15 of the same calendar year: October 1 or February 15.
  - b. Courses which are concluded between July 16 and August 31 of the same calendar year: October 1 or February 15.
  - c. Courses which are concluded between September 1 and January 31 of the same school year: February 15 or October 1.
4. Eligible tuition reimbursement for courses completed in accord with this section will be made within fifteen (15) days following deadlines (October 1 and February 15) for filing for same.

5. If a teacher does not make application within the two specified deadlines immediately following the completion of his/her course(s), he/she will forfeit his/her right to tuition reimbursement.

### **SECTION N - EXTRA CREDIT PAY**

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

To be eligible for extra credit pay:

1. The credit semester hours must have been earned after the teacher has received his/her provisional certificate.
2. The credit hours must be graduate class credit hours in the 500 series or above. All other hours, including independent study, must have the prior approval of the Superintendent or the Superintendent's designee.
3. The graduate credit hours must be on a degree program and be directly related to the teaching area of instruction in the regular school day program, or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.
4. Credit for quarter hours will equal  $\frac{2}{3}$  of a semester credit hour.
5. The credit hours must have been earned from a college or university accredited for teacher education.

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

### **SECTION O - OUTSIDE EXPERIENCE CREDIT**

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



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

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

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

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

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

Teachers employed less than full time, but at least half-time, will receive a prorated share of hospitalization and life insurance if they contribute their prorated share for insurance coverage.

**ARTICLE VII - WORKING CONDITIONS**

**SECTION A - GENERAL**

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

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

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

**SECTION B - WORK YEAR**

1. The District and the Association agree that the 2011-2012 and 2012-13 school years will not constitute more than 187 teacher work days and that teachers will be in the classrooms with the children for instructional purposes not less than 180 days. In addition, teachers employed for the summer extended school year program will work an additional 20 days. This provision is subject to change based on ACT 18 funding.

The calendars for the 2011-2012 and 2012-2013 school years are attached as Appendix C.

2. **Work Days**, as designated in the calendar, will be reserved for teacher initiated activities that relate directly to their responsibilities with students and teaching. Such a day may include but is not limited to activities such as checking papers, doing grades, writing report cards, daily lesson planning, inventory, ordering and getting classrooms in order for students.

**Professional Days**, as designated in the calendar, will be reserved for activities that are curricular in nature. Such a day may include but is not limited to activities such as interdisciplinary subject planning, grade level planning, subject/level planning, beginning of the year staff meetings, or departmental meetings that are organizational in nature. Professional days can also include teachers scheduled in meetings where presentations were made to the staff by the Superintendent (excluding the Welcome Back Breakfast), administration, colleagues or outside resource persons.

In addition to the four days of professional development set forth in the calendar (with up to one-half day allocated to the opening faculty meeting), teachers will complete three hours of online professional development through a District developed portal or District compliance systems. This is pending the development and implementation targeted for roll out on or before the second semester of the 2011-12 school year. Four early release days will be scheduled for professional development.

Additionally, there shall be six (6) one-hour blocks of professional development/staff meeting time scheduled. Said one (1) hour blocks shall be used for professional development or faculty meetings as deemed necessary by the District. On months when the one (1) hour block of professional development or faculty meeting takes place, principals may hold an additional faculty meeting within the contractual day if the Principal determines one is needed. These six (6) 1-hour blocks will be scheduled at least thirty (30) days in advance by the principal/supervisor, after consultation with the faculty, including the Association Building Representative(s).

Times for the one (1) hour Professional Development/Faculty Meeting blocks will be as follows:

Elementary - 7:45 a.m. to 8:45 a.m.  
Middle School - 3:05 p.m. to 4:05 p.m.  
High School - 2:16 p.m. to 3:16 p.m.

4. **ADDITIONAL SERVICES FOR NON-INSTRUCTIONAL DUTIES:**
  - a. Teachers who can demonstrate need for performance of non-instructional tasks outside of teaching hours will make application for approval to perform such duties.
  - b. Said application will state the task necessary to be performed and the estimated time required.

- c. Said application will be submitted through the appropriate principal or administrator.
- d. Upon approval of the application by the Superintendent or his/her designee, all work will be reimbursed at an hourly rate of \$21.52 per hour for the 2011/2012 and 2012/13 school years. This rate reflects an increase each year of this contract by the same percentage increase which is applied in establishing the salary schedule for those years. (For the duration of the 2011-13 Agreement, the last sentence is not applicable.)

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

- e. The following activities, which occur during the contractual day, will be compensated at a rate of \$900.00 per semester or \$1,800.00 per year:
  - Service Squad/Safety Patrol
  - Elementary Bus Supervisors
  - Lunch Room Duty for Middle and High School

Recess duty when the minutes count as instruction will be paid at the instructional rate.

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

**LENGTH OF TEACHING DAY:** The normal teaching day in all schools will not exceed a consecutive time period of seven and one-half (7-1/2) hours.

High School teachers will report for work at 7:15 a.m. Middle School teachers will report for work at 7:45 a.m. Elementary teachers will report for work at 8:20 a.m.

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

Old Village teachers will report for work at 7:45 a.m. during the regular school year and at 8:15 a.m. in the summer extended year program.

\* Times may be subject to change in the event that the two programs merge to one location in the future.

Part-time teachers shall attend parent-teacher conferences in accordance with their proportional full-time equivalency (FTE); however, attendance beyond the part-time teacher's normal equivalency at parent-teacher conferences, professional development and teacher workdays may

be requested by the part-time teacher, an administrator, or the District. When a request is made, the administrator and the teacher will meet prior to the event to complete the Request for Approval of District-Required Additional Work (Part- Time Teachers Only) form. The person requesting the additional work will be responsible for ensuring that the timelines are followed.

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

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

2. **LUNCH HOUR:** Elementary teachers will be scheduled for a duty-free lunch period of 45 minutes. Middle School and High School teachers will be scheduled for a duty-free lunch period of approximately forty (40) minutes. SEP teachers will be entitled to a thirty (30) minute duty-free lunch period during the SEP calendar, to be taken at a time as directed by the building supervisor.
3. **PREPARATION TIME:** Elementary Day For the 2011-12 school year, in addition to the time from 8:20 a.m. to the start of the student day, the District will schedule 300 minutes of preparation time which shall include two collegial planning periods and a 30-minute recess. In subsequent years, in addition to the time from 8:20 a.m. to the start of the student day, the District will attempt to schedule 300 minutes of preparation time which shall include two collegial planning periods and a 30-minute recess unless the financial conditions of the District, the building facilities available and the best interest of the District as deemed administratively feasible, require otherwise.

It is understood that preparation time, exclusive of the lunch hour, is time when the teacher is not involved with the direct supervision of students.

Further:

- a. The collegial planning periods for kindergarten teachers shall be two 30-minute periods weekly.

- b. The in-building collegial planning periods for humanities teachers shall also be 30 minutes. When there are at least two (2) in-building collegials scheduled in a two-week period, one (1) of the in-building collegials may, at the team's discretion, be used for other planning activities as scheduled in advance with the principal.
  - c. As for classroom teachers in grades 1 through 5, when at least four (4) collegials are scheduled in a two-week period, one (1) of the four (4) may be used for other planning activities, at the discretion of the team, as scheduled in advance with the principal.
  - d. As for special education resource and categorical teachers, learning consultants and teachers for speech and language, when at least four (4) collegial are scheduled in a four- week period, one (1) of the four (4) may be used for other planning activities, at the discretion of the team, as scheduled in advance with the principal.
  - e. It is understood that collegial planning involves professional learning community work, which may include school improvement/AdvancEd activities.
4. Middle School Day - The normal scheduled teaching load in the middle school will be thirty (30) teaching periods and five (5) unassigned preparation periods. The Association will be consulted prior to any adjustment to the middle school day.
5. High School Day:
- a. Each full time teacher will be responsible for teaching six (6) eighty-seven (87) minute periods during a consecutive two day period six (6) periods each semester). In addition, teachers will be responsible for monitoring students and/or providing assistance in the Seminar periods (nine times during a four week period.) Both seventh period and the second period will be eighty-eight (88) minutes to allow for announcements.
  - b. Department Chairs will use the Seminar period to conduct department responsibilities and therefore will not be responsible for monitoring or supervising students during that time.
  - c. Part-time teachers will be paid 16.67% percent of the total salary for each class taught and will be assigned to the percentage of the work schedule taught (i.e. a teacher who is fifty (50%) percent would teach three classes and supervise fifty (50) percent of the Seminar periods).
  - d. Each teacher will have a preparation/collegial period every other day equivalent to a class period. This time can be used for developing block-teaching strategies and/or for collaborative planning with other members of the staff.

- e. Teachers will be required to conduct a Seminar period during which they are responsible for monitoring, advising, and mentoring students. In addition, each teacher shall offer reinforcement or enhancement activities related to the curriculum, and based on the needs of students.
  - f. When a high school teacher is required to substitute during his/her preparation time, he/she will be paid three halves (3/2s) of the instructional rate.
  - g. Teachers and administrators will have the ability to recommend adjustments to the Block Schedule. Further, the Association will be consulted prior to any adjustment to the block schedule.
6. For SEP teachers, the normal teaching hours with students will be five (5) hours and thirty six (36) minutes for the regular calendar and four (4) hours for the summer SCI/SXI calendar.
  7. It is understood by the parties that the preceding provision for preparation time and lunch period are subject to such things as field trips and shortened daily schedules.
  8. If the number of days and/or hours of pupil instruction is increased by legislative action or directive beyond what is currently required, the Board and the Association will meet immediately to bargain the changes in the work day and/or school year in order to comply with the state mandates. At the same time, the salary schedule will be negotiated.

**SECTION D - TEACHING LOADS**

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

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

**SECTION E - ASSIGNMENTS**

1. To insure that pupils are taught by teachers who are working within their area of competence and in their area of interest whenever possible, teachers will not be assigned,

except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

2. Prior to the time that teacher assignments are made for the subsequent school year, the District agrees to meet with the Association to discuss staff assignments.
3. Each teacher will receive his/her teaching assignment prior to the close of the school year. If a change in assignment is made thereafter by the School District, the teacher will be notified as soon as possible. Upon request, a teacher may discuss the matter with the Office of Human Resources.

4. **TEACHERS SUBSTITUTING**

- a. Every reasonable attempt will be made to secure a substitute teacher from the first day of the regularly assigned teacher's absence. In order to meet the increasing substitute needs, the District will hire one (1) full-time substitute teacher to be assigned at the High School and one (1) full-time substitute at each Middle School on a yearly basis. If the substitute's services are not required at his/her assigned building, the substitute will report to the building that needs him/her.
- b. A teacher may be assigned as a substitute in cases of emergency. An emergency situation exists when a teacher is tardy or must leave the classroom due to sudden illness or a personal or other family emergency. A state of emergency will exist until the District can obtain a regular substitute teacher.
- c. Teachers may be asked to substitute during their planning time if the District is unable to secure a substitute. When this occurs, the building administration will first request volunteers. If no volunteers are available, teachers and other professional staff will be assigned on a rotating basis. Teachers will not be required to substitute more than once a semester due to substitute shortages.
- d. Teachers will not be assigned as substitutes without extra compensation. If a teacher is assigned as a substitute, he/she will be paid at the instructional rate of \$24.15 for the 2011/2012 and 2012/2013 school years. These rates reflect an increase for the school years covered by this agreement by the same percentage which is applied in establishing the salary schedule for those years. (For the duration of this Agreement, this sentence is not in force.)
- e. Notification by a teacher that services have been performed in accord with the provisions of this section will be filed by the teacher with the building principal on a form provided by the District. The form will be filed within ten (10) working days from the date of performance of services provided; however, if the services are performed in consecutive working days, the form will be filed within ten (10) days from day of the last performance.

5. The District agrees to relieve regular K-12 teachers of bus duty and any formal patrol duty.
6. The District will strive within its means to insure that secondary teachers will not be assigned more than three preparations in academic areas at any one time. (Academic areas are Mathematics, Science, English, Social Studies.)
7. **CHAIRPERSONS** - The District agrees to name a total of eight (8) high school chairpersons and six (6) middle school chairpersons in each building. The District agrees to name a total of six (6) elementary grade level chairpersons per elementary K-5 building and an additional eight (8) District wide chairpersons representing Art, Music, Physical Education, Media, ALPS, Resource Room, Speech and Language, and Foreign Language. The areas of responsibility (not duties) of the chairpersons will be agreed upon between the District and the Association.

Elementary Chairpersons will be compensated at the following rate:

	2011-2012	2012-2013
1 FTE Teacher	\$1,576	\$1,576
2-4 FTE Teachers	\$1,827	\$1,827
5-10 FTE Teachers	\$2,057	\$2,057

The seven (7) High School chairpersons will not be assigned a caseload during Seminar period. The department chairperson for Special Education/Counseling will be given a reduced caseload if the department chair is from the counseling department. In addition, high school department chairs will be compensated at the following rate:

	2011-2012	2012-2013
4-7 FTE Teachers	\$1,217	\$1,217
8-13 FTE Teachers	\$1,584	\$1,584
Over 14 FTE Teachers	\$1,827	\$1,827

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

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

	2011-2012	2012-2013
1-3 FTE Teachers	\$1,217	\$1,217
4-7 FTE Teachers	\$1,461	\$1,461
8-15 FTE Teachers	\$1,827	\$1,827

Middle School Team Leaders will be responsible for curriculum development, parent contacts, conference planning, award ceremonies, etc. They will receive the following compensation:



	2011-2012	2012-2013
2-3 FTE Teachers	\$1,217	\$1,217
4-6 FTE Teachers	\$1,827	\$1,827

The District will provide three (3) ancillary department chairs between the two SEP buildings. In addition, the SEP program will have five department chairs, two for SXI, one for SCI and two for DD. They will be compensated as follows:

	2011-2012	2012-2013
2-4 FTE Teachers	\$1,217	\$1,217
5-8 FTE Teachers	\$1,461	\$1,461

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

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

Chairpersons will not be considered supervisory personnel.

Members of the affected departments will be allowed to recommend up to three (3) members of that department who will be considered along with other candidates of the principal's choice for final selection. The appointment will be made by the principal(s) subject to the approval of the Superintendent.

Duties which chairpersons are expected to assume are the following:

- a. To serve as chairpersons for all departmental meetings. Reports of these meetings to be submitted to their principal(s).
- b. To hold at least one (1) department meeting per month and attend department chairperson meetings scheduled by the principal and department chairpersons. At the elementary level, to coordinate collegial planning periods and to attend meetings as scheduled by the principal and grade level chairpersons.
- c. Coordinate field trips.
- d. To coordinate information regarding conferences, staff development and grade level student activities and school improvement, as appropriate.
- e. Oversee curriculum changes, textbook selections and the department budget.

- f. Oversee textbook, equipment and material inventory for the department.
- g. It will be assumed that persons appointed to this capacity will make themselves available to administrators, teachers and students on reasonable occasions so that their duties may be properly fulfilled. High School Chairpersons will be available to students during the seminar period when they are not conducting departmental business.
- h. A person appointed to the position of chairperson will not be eligible to maintain the position for more than two (2) consecutive years except in those cases where the principal deems it appropriate and the chairperson maintains endorsement of department affected.

#### **SECTION F - TEACHING FACILITIES:**

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

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

### **SECTION G - FACULTY COMMITTEES**

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

Such committees will be composed of members selected by the District and the Association. In the event the Association declines to participate in any study, the District retains the right to establish a committee for such study. Written reports of the research, findings and recommendations will be presented to the Board for their consideration in making policy decisions.

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

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

1. Faculty meetings will be scheduled during the normal work day with the exception of faculty meetings called during the scheduled one-hour blocks as referenced in Article VII, Section B. Staff will be provided with a forty eight (48) hour advance notice. Normally, faculty meetings will not exceed thirty (30) minutes in length. Staff meetings will not exceed one (1) per month. When the administration determines that an important issue has surfaced that cannot be communicated by e-mail, memo or through Team Leaders or Chairs, one additional monthly staff meeting may be called, not to exceed thirty (30) minutes in length. Any additional staff meeting that would be called in the month where two meetings have already been scheduled would be to address an emergency situation.
2. Whenever possible, Special Education I.E.P. and related evaluations will be scheduled during the normal work day.
3. Collegial and department meetings will be held during the contractual day.

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

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

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

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

1. A representative of the Association and the teachers of Art, Music, Physical Education, Foreign Language and Media will be given the opportunity to meet with the principal(s), prior to the final master schedule being adopted for the purpose of offering their input. The final copy of the master schedules of each building will be provided to the Association.
2. Minimum of twenty (20) minutes will be provided to travel to assignments between buildings. The District weekly collegial planning period will be held during the last 45 minutes of the teacher workday subject to Section C, Paragraph 1, above.
3. Mileage reimbursement for travel between buildings will be at the rate established by the Internal Revenue Service. The teacher will be responsible for submitting all appropriate forms as provided by the District. Mileage reimbursement checks will be written twice per year at the end of each semester.
4. Traveling teachers will be assigned to a base building by the Administration at the beginning of each year. Following the completion of a master schedule, the traveling teacher will meet with the principal for the purpose of determining the one building where the teacher will attend staff meetings and the Open House.
5. The District will attempt to provide five minutes between the end of one class and the start of the next. The class schedules of secondary schools may reflect a different amount of time between classes.
6. Teachers of Art and Music, effective upon ratification, will be compensated under Schedule B, Group X, based on four performances (prorated or less than four (4) or additional prorated compensation for more than four).

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

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

1. Whenever possible, the enrollment in elementary classes will be two (2) students less than the largest class at the grade levels that make up the combination class.

2. Every reasonable effort will be made to avoid assigning students who have an I.E.P. to a combination class. If this results in an imbalance of special needs students in the regular classes, the affected grade level teacher(s) will meet with the building administrator to determine if adjustments can be made.
3. Whenever possible, the distribution of the two grades of a combination classroom will be balanced so that no less than ten (10) students from one grade level are included in the combination.
4. Unless the Association and the District agree, the District will not assign probationary teachers to a combination classroom. The assignment to teach a combination classroom will be rotated between staff members assigned to the elementary level (primary or upper elementary). When assignment cannot be achieved through the rotation process, the involuntary transfer language will be in effect.

When, in the opinion of the Northville Board of Education, it becomes necessary to assign secondary teachers to instruct two (2) levels of curriculum or two (2) different classes during the same hour, the District will attempt to observe the following:

1. The affected teacher will be consulted prior to the assignment being finalized.
2. An attempt will be made for the class enrollment of two (2) level classes to be below the average class size of other classes in the same department.
3. The enrollment in classrooms with lab space and work stations will be determined by the number of lab spaces and work stations that are available. In cases where enrollment goes beyond the allocated spaces, the affected teacher will be consulted prior to the assignment being finalized.

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

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

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

#### **SECTION M - CO-TEACHING**

Co-teaching assignments between special education and general education teachers will be voluntary. The teachers involved in co-teaching will determine their schedule, classroom roles and classroom responsibilities in order to best meet the needs of the students.

The standard co-teaching assignment for special education teachers will be no more than two (2) classes per day. These periods will not exceed a one hour block at the elementary level and one class period at the secondary level, unless mutually agreed upon by the teachers involved. Special education teachers may volunteer to teach more than two (2) classes per day of co-teaching.

Teachers assigned to co-teaching may request one-half day per month of release time for cooperative planning. Requests will be made to the building administration in advance of the date selected in order to facilitate the schedule of substitute coverage.

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

#### **SECTION N – SEP SCI/SXI SUMMER PROGRAM**

1. The normal work year for SEP employees will not include the SCI/SXI Summer Program.
2. The District agrees to post the teaching and ancillary staff positions for the SCI/SXI Summer Program by March 1 of each school year that are known to be needed for the summer at that time. Staffing may be adjusted following that date based on enrollment. Teachers and ancillary staff members may submit a letter of interest to the Office of Human Resources in the two (2) subsequent weeks. The number of teaching and ancillary staff positions will be posted by department (e.g., severe cognitive impairment, severe multiple impairment and dual diagnosed).
3. The Superintendent or the Superintendent's designee will notify the teacher and ancillary staff member by the last day in April that their request to work the SCI/SXI Summer Program has been approved.
4. In the event that an insufficient number of staff apply for a particular position in the SCI/SXI Summer Program, that position will be assigned to an employee in that department.

#### **SECTION O – PARENT VIEWER RESPONSIBILITY (Currently Parent Connect)**

Teachers in grades 4-12 shall be responsible for the use of Zangle and the internet parent viewer tool. Teachers in such grades will be expected to keep relevant information up to date for parents on a regular basis (generally weekly.) Teachers in grades K-3 shall be responsible for the use of Zangle and the internet parent viewer tool. Teachers in such grades will be expected

to keep relevant information up to date for parents on a regular basis deemed to be reasonable for that age group. Expectation of use shall be dependent upon the District providing access to the system.

## ARTICLE VIII - LEAVES

### SECTION A - SICK LEAVE

1. All full time teachers who have less than five (5) years of credited teaching experience will earn one (1) sick day a month or a prorated portion thereof for an annual total of 10 days. All full time teachers who have five (5) or more years of credited teaching experience will earn one and one-half (1-1/2) sick days a month for a prorated portion thereof for an annual total of 15 days. **SEP teachers who work in the summer program will receive one (1) additional sick day.**
  - a. Teachers will accrue sick days on a monthly basis.
  - b. A teacher's annual eligible number of sick days will be added to the teacher's cumulative sick day accrual, commencing with the teacher's first paycheck of the school year.
  - c. A final accounting of sick days used for the school year will be done in June for all teachers.
  - d. Each school year a teacher may exceed her/his monthly accrual of sick days without penalty as long as the teacher's total allocation of days (sick and business) is not exceeded.
  - e. In June, teachers who have exceeded the total allotted number of sick days will see a reduction in pay on the first paycheck in June.
2. All sick leave accumulated by a teacher prior to the effective date of this Agreement will be credited and carried forward by said teacher. Any sick leave not used by the end of each school year will be added to the sick leave available for the following year. Unused sick leave, up to the number of days in each teacher's calendar year (K-12 or SEP calendar), may be accumulated up to 195 days for K-12 and 195 to 225 for SEP, depending on the teacher work year. The length of the calendar may change from year to year depending on state law requirements. Adjustments will be made to reflect the change in days required.
3. Teachers may use their yearly sick leave allocation in order to care for a member of their immediate family who has a health condition. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents, children, grandchildren, step-parents, step-child, step-brother/sister, foster child living in the home and legal guardian. When the use of family illness days exceeds three (3) consecutive work days, the Superintendent or designee may require the teacher to provide a statement setting forth the specific illness or disability of the family member, and the expected length of the absence. This provision shall be used in conjunction with the FMLA provision.

4. Any teacher whose personal illness extends beyond the period compensated under Sections 1 and 2 above, and has a minimum of ninety-three (93) school days of continuous employment, but less than two (2) years in the School District will be granted a health leave, upon written request and a physician's recommendation, for a period not to exceed thirty (30) school days.

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

5. In the event of an absence of a teacher due to personal illness or disability in excess of three (3) consecutive working days, then, at the District's expense, the Superintendent or his designee, may require the teacher to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence.
6. If a teacher reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she will immediately notify the Office of Human Resources of this fact, and will provide the Office of Human Resources, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the teacher's disability will commence and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that a teacher will comply with this Section at least thirty (30) days before the expected date of birth.
7. In the event a teacher is unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, then the Superintendent or his designee, may periodically require the teacher, at the teacher's expense, to submit a physician's statement verifying the continued medical necessity for the teacher's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
8. In all cases where the teacher has been absent for more than fifteen (15) working days, the teacher will provide the Human Resources, before returning to work, a physician's statement certifying that the teacher has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.
9. In order to protect the children of the District, upon the recommendation of the Superintendent, the Board may, at its expense, have a teacher take a physical or mental examination to determine whether involuntary sick leave is warranted, providing, however, that the Association is informed of this action and given an opportunity, upon



request, to review the matter with the Superintendent. Time lost for the purpose of such examination will be without loss of pay or sick leave earned.

10. The Superintendent or his/her designee, may, at any time, require a teacher, at the District's expense, to be examined by a District appointed physician to determine if the teacher is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions. In addition to the teacher authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the teacher will sign such documents and medical release forms which are necessary in order for the District's physician or Office of Human Resources to secure from the teacher's physician copies of all his/her pertinent medical records.
11. If a teacher's leave of absence due to illness or disability was fully compensated by paid sick days from the teacher's sick bank, and the leave of absence did not exceed fifty (50) school days, then upon submission to the District of the appropriate physician's statement, the teacher will be assigned his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the fully compensated leave of absence either exceeded fifty (50) school days or the leave carried over into two (2) school years, then, upon submission to the District of the appropriate physician's statement, the teacher will be returned to work and assigned by the Superintendent, or his/her designee, to a position in the School District.

In the event an illness or disability necessitates that a teacher be absent more school days than what is compensated by the teacher's sick bank, and the teacher was granted an unpaid leave under Section 4 above, then, upon submission to the District of the appropriate physician's statement, the teacher will be entitled, at the beginning of the school year following recovery, to be assigned by the Superintendent or his/her designee, to a vacated position for which he/she is certified. If no position is available at the commencement of the school year following recovery, then the teacher will be declared surplus and the District will follow the procedures of Article XII, Section A, number 6.

12. Notwithstanding any other provision of Section A to the contrary, in the event a teacher is requested by the School District, at any time, to fill an available position in the bargaining unit following the teacher's recovery from the illness or disability, and the teacher does not report to work in that position on the designated date set forth in the notification, then such teacher will have no further rights of reinstatement, and the teacher's failure of acceptance will be treated as a resignation of employment.
13. When a teacher is granted a health leave of absence, he/she will, upon reemployment, be placed on the same position on the salary schedule held prior to the leave of absence.
14. Notwithstanding any other provision of this contract to the contrary, compensation for sick days will only be paid the teacher if he/she would have been otherwise scheduled to work but for the illness or disability.

15. If the teacher's absence is, or can be reasonably expected to be more than thirty (30) working days, and the School District disputes the fact that the teacher is unable to work, the Association or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration will set forth the nature of the illness or disability which is in dispute.

Upon the filing of the Demand for Arbitration, the American Arbitration Association will submit to the parties a list of five (5) or more arbitrators who will be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties will return the list to the American Arbitration Association, setting forth their choice of the arbitrator in order of preference. If the parties do not agree upon an arbitrator, then the physician arbitrator will be selected by the American Arbitration Association in any other manner it deems best.

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

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

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

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

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

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

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

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

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

1. **BEREAVEMENT:** A death in the immediate family (father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents, children, grandchildren, step-parents, step-child, step-brother/sister, foster child living in the home and legal guardian) up to three (3) days if the distance is within a 200 mile radius of the teacher's home and four (4) days outside this radius. The leave of absence will occur within one week of the funeral.
2. **BUSINESS DAYS:** All full time teachers who have been employed in the District for one (1) semester will be entitled to one (1) day a semester to conduct business transactions which cannot be handled outside teaching hours. Teachers on the SMI/SXI calendar will be entitled to one (1) day for each half of the 193 day calendar and one day for the 28 day calendar.

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

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

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

3. **CONFERENCE/VISITATION:** The Board agrees to budget \$15,000.00 to enable teachers to attend Administration approved visitations to other schools or to attend conferences and conventions. These funds will be used to cover the cost of substitutes and teacher expenses.
4. **EDUCATION ASSOCIATION ACTIVITIES:** The Board further agrees to release teachers designated by the Association to attend such activities as Michigan Education Association Representative Assembly, Michigan Education Association and/or National

Education Association Department meetings and Michigan Education Association and/or National Education Association conventions under the following conditions:

- a. The Superintendent will be notified ten (10) days in advance of the affected individual and the date he/she will be absent.
  - b. The District will continue to work with the Association to allow its representative to attend activities addressed above as long as it does not adversely impact the District.
  - c. All travel expenses will be borne by the individual or the Association.
5. **PRESIDENT'S RELEASE TIME:** The President of the Association shall be entitled to four (4) business days per year with the substitute teacher's salary paid by the Association. Two (2) additional days will be available with the District and the Association sharing equally the president's salary and the substitute teacher's salary. One (1) week's prior notification to the appropriate principal will be given whenever possible.

The President of the Association shall be entitled release time of five tenths (.5) assignment from his/her teaching responsibilities to fulfill responsibilities to the Association and the District. At the end of the president's term, the teacher will return to an equivalent position similar in nature to the position left at the time that the term of president began.

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

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

1. A personal leave of absence of up to thirty (30) school days may be granted a teacher upon the discretionary approval of the Superintendent of Schools or his/her designee, upon such terms and conditions as may be agreed upon by the teacher and the Superintendent of Schools or his/her designee. If the leave is for illness beyond the days allowed in Section A.3, the leave shall be paid if the teacher has sick days available in his/her bank. Otherwise, it shall be unpaid.
2. An unpaid personal leaves of absence in excess of thirty (30) school days may be granted, upon the discretionary approval of the Board of Education or its designee, upon such

terms and conditions as may be agreed upon by the Board of Education, the Association and the teacher. The leave may be granted for up to one (1) school year, with an option for an extension of one (1) additional year, upon request of the teacher and approval of the Board. An extension request must be filed no later than March 1st.

3. If a personal leave of absence is granted pursuant to the first paragraph, seniority will accrue. If it is granted pursuant to the second paragraph, seniority does not accrue.

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

A one (1) year leave of absence without pay and fringe benefits may be granted by the Board upon written application for pursuing studies related to professional growth under the following conditions:

1. The applicant will have a minimum of three (3) years continuous service in the District prior to the date of such leave.
2. The applicant will give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign. Failure to furnish such notice will constitute a notice of resignation.
3. The teacher will be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain and be granted the following rights:
  - a. The regular salary increment occurring during such period.
  - b. Unused sick leave held at the start of the leave of absence.
5. A renewal of said leave will be at the discretion of the Board.
6. Teachers on this leave will be eligible for tuition reimbursement in accord with Article VI, Section M.
7. Any study leave granted under this Section will be without pay or fringe benefits. Seniority will continue to accrue.

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

Michigan Education Association or National Education Association President

1. A teacher who is elected president of the National Education Association or the Michigan Education Association will be granted a leave without pay, fringe benefits, or seniority accrual for a period not to exceed two (2) years, providing the employee has been in the

employ of the District for a minimum of three (3) continuous years. A renewal of said leave will be at the discretion of the Board.

2. An employee on such a leave of absence must give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign, providing that failure to furnish such notice will constitute a notice of resignation.
3. The teacher will be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain the following employment rights held by him/her before such leave was granted.
  - a. Unused sick leave held at the start of the leave of absence.
  - b. The regular salary increment occurring during such period will be allowed.

#### **SECTION G - MILITARY LEAVE**

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

#### **SECTION H - PEACE CORPS/VISTA**

1. A one (1) year leave of absence without pay, fringe benefits, or seniority accrual may be granted by the Board, upon written application, to any teacher who has been employed for three (3) consecutive years in the District, for duty in the Peace Corps or Vista. Further extensions will be at the discretion of the Board. This leave will be granted without pay, fringe benefits, or seniority accrual.
2. An employee on such a leave of absence must give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign. Failure to furnish such notice will constitute a notice of resignation.
3. The teacher will be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain the following employment rights held by him/her before such leave was granted:
  - a. The same position on the salary schedule held prior to the leave of absence.
  - b. Unused sick leave held at the start of the leave of absence.

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

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

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

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

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

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

1. Health leave not involving a disability.
2. Professional growth leave.
3. Personal leave.

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

The District will grant per year, unpaid leaves under the terms and conditions as described herein. All FMLA requests will receive a response as to the employee's eligibility within two (2) business days after the employee's eligibility is determined in accordance with applicable FMLA regulations.

1. Employees are eligible for FMLA unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30)

days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.

2. Eligible employees may take up to twelve (12) weeks of unpaid leave (including up to 30 days of paid leave if days are available in the teacher's sick bank) in accordance with Article VIII, Section D (the total length of the leave may not exceed 12 weeks) for one or more of the following reasons:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- b. Because of the placement of a son or daughter with the employee for adoption or foster care.
- c. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- d. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.
- e. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

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

- f. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered service member.

3. The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.



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

4. Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.
5. When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement. With respect to the type of leave specified in (f) above, spouses employed by the District are jointly entitled to a combined total of 26 workweeks of leave during the single 12 month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition, or to care for a covered service member with a serious injury or illness.

In the event that an employee will require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District will be final.

If an employee's leave ends within two (2) weeks of the end of a semester, the District may require the employee to delay his/her return until the beginning of the next semester. The decision will be made by the Board of Education and not subject to appeal.

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

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

Seniority will continue to accrue during the leave.

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

#### **SECTION N - PART-TIME TEACHERS SICK LEAVE, PERSONAL DAYS AND**

**TUITION REIMBURSEMENT**

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

**ARTICLE IX - PROTECTION OF TEACHERS**

**SECTION A - ADMINISTRATIVE SUPPORT**

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

**SECTION B - ASSAULT**

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

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

**SECTION C - COMPLAINTS**

Any serious complaints by a parent or student directed toward a teacher will be put in writing and promptly called to the teacher's attention.

If said complaint or anything derogatory is being placed in a teacher's personnel file, it will be brought to the attention of the teacher, in writing. The District will conduct a follow-up review before filing.

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

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

If in the performance of regular or assigned teaching duties a teacher, without negligence on his/her part, will suffer loss of or damage to his/her clothing or other personal property, to the extent of replacement value if ten dollars (\$10.00) or greater, but not more than two hundred fifty dollars (\$250.00) (except in the case of such things as eye glasses, hearing aids and other medically-prescribed items where the limit is Four Hundred Dollars (\$400.00) in any school

year, the Board will make reimbursement. This section will not apply to loss of money or damage to a teacher's automobile.

Notification by a teacher that he/she has incurred expenses in accord with the provisions of this paragraph will be filed by the teacher with the building principal on a form provided by the District and available in the principal's office. Said form will be filed within ten (10) working days from the date of loss or damage.

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

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

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

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

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

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

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

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

## **SECTION H - SURVEILLANCE EQUIPMENT**

The District shall have the right to install surveillance equipment when the District determines it is necessary to protect the safety and property of the District, its employees, students, visitors and the public. Such equipment will not be used in the evaluation process.

## **ARTICLE X - NEGOTIATION PROCEDURE**

### **SECTION A - NEGOTIATING**

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

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

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

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

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

**SECTION D - MODIFICATION OF AGREEMENT**

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

**SECTION E - MONTHLY CONTRACT MAINTENANCE MEETINGS**

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

Time of meetings between the parties will be mutually determined.

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

**SECTION F - EMERGENCY MANAGER**

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

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

**SECTION A - SENIORITY**

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

All seniority is lost when there is both a severance of employment and an interruption of service. Seniority rights for teachers on layoff would be determined under Article XII Section D.

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

## **SECTION B - VACANCIES**

1. Whenever any opening, which the District intends to fill, within the bargaining unit for the coming school year arises by virtue of a newly created position, a death, leave, resignation, retirement, dismissal or non-renewal, the District will publicize same by giving written notice of such vacancy to the Association and by providing the posting in every school building after placing teachers pursuant to Section C, Transfers. No opening will be filled until such openings have been posted five (5) school days, after July 1st and until the first regularly scheduled teacher work day of the new school year the District will continue to post openings, but may fill same without regard to the above time limit. Any certified and qualified teacher may apply in writing for said openings within the above time limits.
2. During the summer months, the Board will post a composite in the Human Resource Office and on the District web page, for all vacancies occurring in the bargaining unit, newly created positions and positions within the professional staff.
3. Whenever two or more teachers whose qualifications are relatively equal are being considered to fill an opening, preference will be given to the applicant with the greater seniority within the District, provided that it is not in conflict with the instructional requirements or best interest of the pupils. The filling of all such vacancies will be subject to the approval of the Superintendent.
4. The provisions of Section B will not apply in the event there are teachers on layoff.
5. When a vacancy occurs, due consideration will be given to teachers covered by this agreement. The vacancy will be posted internally for five (5) school days consistent with the posting provisions set forth in Paragraph B.1, above. Certified and qualified teachers within the bargaining unit shall be given the first opportunity to apply for and be interviewed for the vacancy. After the internal applicants are interviewed, the District may post the vacancy for external candidates.
6. When a vacancy occurs in the K-12 summer school program, certified and qualified teachers within the bargaining unit will be given the first opportunity to apply for and be interviewed for such a vacancy. After the internal applicants are interviewed, the District may consider and interview external candidates. For these purposes, a vacancy shall not include a situation in which an individual who taught in the K-12 summer school program in the previous year returns to that position in the following year.

## **SECTION C - TRANSFERS**

1. An involuntary transfer (from one school to another) may be necessary to meet instructional and/or program requirements such as may happen in curriculum changes, student selections or other valid reasons. When the transfer is necessary for other than reduction in force, the teacher being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional

performance of the teacher, the action must be preceded by a period of evaluations, specific identification of weaknesses or deficiencies with recommendations for correction, and evidence of administrative support to the teacher; providing, however, there are not unusual circumstances requiring urgent action. This section may be grieved to the Board level, but the Board's decision is final and binding.

2. In the event of a teacher requested transfer to a vacancy, a sincere effort will be made by the Administration to place teachers in positions they desire providing they are certified and qualified for such position. Teachers who desire a transfer will file a written statement with the Office of Human Resources by March 1. Such statement will include the grade and/or subject to which the teacher desires to be assigned and/or the school.
3. A teacher who has voluntarily transferred into an experimental program may request a transfer back to his/her original grade or subject by filing a written request with the Office of Human Resources by March 1. If a timely transfer request is received, the teacher will be reassigned the succeeding school year to a vacancy in his/her original grade or subject, or if no vacancy exists, to a position in his/her original grade or subject held by a teacher with less seniority. A teacher may only utilize this procedure once during his/her employment.

Additional experimental programs created during the term of this Agreement will be covered by this Section upon the agreement of the Association and the School District.

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

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

## ARTICLE XII - LAYOFF AND RECALL

### SECTION A - LAYOFF OF K-12 PERSONNEL

In the event the Board of Education elects to reduce the number of regular K-12 teachers through layoff of personnel, the following procedures will apply:

1. When positions in a particular subject area in grades 6 through 12 are to be reduced by the Board, the teacher or teachers with least seniority who are teaching in the subject area will be declared surplus.
2. When classroom positions in grades K through 5 are to be reduced by the Board, the classroom teacher or teachers with the least seniority teaching in the affected grade level will be declared surplus.
3. Special Instructional Areas:
  - a. When positions within special instructional areas (regular K-5 special education, counselors, music, physical education, art, speech therapy, Foreign Language, Media Specialist/Librarian, reading, support services, psychologists, social workers, physical therapists and occupational therapists) in Grades K-5 are to be reduced by the Board, the teacher or teachers with the least seniority teaching in that instructional area will be declared surplus.
  - b. When positions within special instructional areas (regular 6-12 special education, counselors, speech therapy, reading, support services, psychologists, social workers, physical therapists, occupational therapists and Media Specialists/Librarian) in Grades 6 through 12 grades are to be reduced by the Board, the teacher or teachers with the least seniority teaching in that instructional area will be declared surplus.
4. A surplus teacher will be assigned to any position declared vacant by the Board in the regular K through 12 program, which exists in the School District for which the teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at least two (2) years teaching experience in the grade level vacancy, subject area vacancy or special instructional area vacancy if highly-qualified status does not apply). If two or more teachers are certified and highly qualified, the teacher with the most seniority will be assigned to the vacancy.
5. If no vacancy exists for a surplus teacher, then the surplus teacher may bump another teacher with less seniority by utilizing the following procedure.
  - a. A 6 through 12 teacher declared surplus may bump:
    - The teacher within grades 6 through 12 if the surplus teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at



least two (2) years of teaching experience in the particular 6 through 12 subject area or special instructional area if highly-qualified status does not apply).

- The teacher within K through 5 or a K-12 teacher in the special instructional area with the least amount of seniority, provided the teacher has more seniority and is highly-qualified or is qualified (has had at least two (2) years of teaching if highly-qualified status does not apply).

b. A K through 5 teacher declared surplus may bump:

- The teacher within K through 5 with the least amount of seniority, provided the teacher has more seniority and is highly qualified or is qualified (has had at least two (2) years of teaching if highly-qualified status does not apply).
- The teacher within grades 6 through 12 or a K-12 teacher in the special instructional area if the surplus teacher is certified and meets high-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the particular 6 through 12 subject area or special instructional area if highly-qualified status does not apply).

c. A teacher in the special instructional area who is declared surplus may bump any other teacher if the surplus teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the particular grade level, subject area or special instructional area if highly-qualified status does not apply).

6. A surplus teacher who is certified and highly qualified in multiple areas can bump teachers of less seniority in those areas, provided the least senior teacher shall be bumped.
7. If a surplus teacher is not eligible to bump under the provisions of Paragraph 6 above, or in the event a teacher is bumped and is not eligible to bump, then the surplus teacher will be laid off.
8. If a teacher on a leave of absence would have been laid off, but for the leave of absence, then upon expiration of the leave of absence the teacher will be entitled to exercise his/her rights under Paragraph 5 or 6 above. If the teacher is not eligible under the provisions of Paragraph 5 and 6 above, then he/she will be laid off.
9. In the event there are teachers on layoff, the Board at its option, may involuntarily transfer teachers to different positions without regard to Article XI, Section C, in order to declare a vacancy for which a laid off teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the vacancy if highly-qualified status does not apply). If two or more laid off teachers are

certified and qualified, the vacancy will be awarded to the teacher with the most seniority. Before an involuntary transfer is made, the Superintendent will meet with the Association to discuss the transfer, the reasons for the transfer and to determine if a voluntary transfer can be secured which would accomplish the same purpose.

10. Teachers will be recalled from layoff to their original positions when the position is declared vacant by the Board or to a vacancy declared by the Board in the regular K through 12 program, for which the teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the vacancy if highly-qualified status does not apply).
11. In order to facilitate the assignment of a teacher laid off, the Board of Education may waive the requirement of two (2) years of teaching experience in Paragraphs 9 and 10 above upon the recommendation of the Superintendent.

### **SECTION B - LAYOFF OF S.E.P. PERSONNEL**

In the event the Board of Education elects to reduce the number of SEP teachers through layoff of personnel, the following procedure will apply:

1. When teachers of speech and language/speech pathologist are to be reduced by the Board, the teacher or teachers with the least seniority will be declared surplus.
2. When other teachers of students in the SEP program (i.e., SXI, SC1, and dual-diagnosed) are to be reduced by the Board, the teacher or teachers with the least seniority will be declared surplus, providing the remaining teachers have the necessary certification.
3. When psychologists are to be reduced by the Board, the psychologist with the least seniority will be declared surplus.
4. When social workers are to be reduced by the Board, the social worker or social workers with the least seniority will be declared surplus.
5. When occupational therapists are to be reduced by the Board, the occupational therapist or occupational therapists with the least seniority will be declared surplus.
6. When physical therapists are to be reduced by the Board, the physical therapist or physical therapists with the least seniority will be declared surplus.
7. When School Nurses are to be reduced by the Board, the School Nurse with the least seniority will be declared surplus.
8. A surplus teacher will be assigned to any position declared vacant by the Board, which exists in the SEP program, for which the teacher is certified and has the appropriate endorsement to teach in that vacancy. If two or more teachers are certified and have the

appropriate endorsement, the teacher with the most seniority will be assigned to the vacancy.

9. If no vacancy exists for a surplus teacher, the surplus teacher may bump another SEP teacher with less seniority, if he/she is certified and qualified (has the appropriate endorsement to teach the students of the teacher he/she is bumping and has had two (2) years of teaching experience in the area of endorsement).
10. If a surplus teacher is not eligible to bump under the provisions of Paragraph 9 above, or in the event a teacher is bumped and is not eligible to bump, then the surplus teacher will be laid off.
11. If a teacher on a leave of absence would have been laid off, but for the leave of absence, then upon expiration of the leave of absence the teacher will be entitled to exercise his/her rights under Paragraphs 8 and 9 above. If the teacher is not eligible under provisions of Paragraphs 8 and 9 above, then he/she will be laid off.
12. In the event there are teachers on layoff, the Board at its option, may involuntarily transfer teachers to different positions without regard to Article XI, Section C, in order to declare a vacancy for which a laid off teacher is certified and qualified (has the appropriate endorsement to teach in that vacancy). If two or more laid off teachers are certified and qualified, the vacancy will be awarded to the teacher with the most seniority. Before involuntary transfer is made, the Superintendent will meet with the Association to discuss the transfer and the reasons for the transfer and to determine if a voluntary transfer can be secured which would accomplish the same purpose.
13. Teachers will be recalled from layoff to their original positions when the position is declared vacant by the Board or to a vacancy declared by the Board in the SEP program for which the teacher is certified and qualified (has the appropriate endorsement to teach in that vacancy).

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

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

#### **SECTION D - RECALL RIGHTS**

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

**SECTION E - SECURING CREDENTIALS FOR VOCATIONAL EDUCATION OR READING REASSIGNMENT**

If a teacher is assigned a vocational education or reading position by the School District, then the teacher will have one (1) year from the date of the notification of the assignment to secure all the credentials required by the State in order for the School District to qualify for reimbursable aid. The failure of the teacher to secure the necessary credentials within the one (1) year period will result in the teacher being permanently laid off from the vocational or reading position. Once a teacher is laid off from a vocational or reading position because of the failure to secure the necessary qualifications within the one (1) year period, then he/she will not be entitled to bump, be recalled or assigned back into that position without the written agreement of the parties.

**SECTION F - NOTICE OF RECALL**

In the event a teacher whose services have been discontinued through layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Board's office, and such teacher does not notify the Board in writing, by certified mail, return receipt requested, within ten (10) days after such offer, of his/her acceptance, then such teacher will have no further rights of reinstatement unless approved by the Board in writing.

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

**SECTION G - EXCEPTION TO QUALIFICATION REQUIREMENT**

The Association and the Board recognize that under certain circumstances it may be educationally desirable if the qualifications requirement (2 years of teaching experience) were eliminated in the bumping procedures set forth in Sections A and B above. Accordingly, upon the mutual agreement of the President of the Association and the Superintendent, a teacher declared surplus may bump a teacher with less seniority without regard to the surplus teacher's prior teaching experience.

**ARTICLE XIII - TEACHER EVALUATION**

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

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

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

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

1. Teachers will be formally evaluated by their principal/immediate supervisor or other administrator designated by the Superintendent. In the event an "other administrator" is designated, the teacher will be provided a written explanation prior to the pre-evaluation conference.
2. Each probationary teacher will work in consultation with their building principal/supervisor to develop an Individualized Development Plan (IDP) that will guide the yearly evaluation and assess the teacher's progress in meeting the goals.
3. A pre-evaluation conference will be held with probationary teachers to review the evaluation process.
4. At least two formal classroom observations, a minimum of 60 days apart, unless otherwise agreed when absences interfere with previously-scheduled observations, will be conducted by the building principal and will be part of the annual year end performance evaluation completed yearly during the four (4) year probationary period.
5. Tenure teachers will be evaluated at least once every three years based on at least two formal classroom observations, a minimum of 60 days apart, conducted during the applicable three year period.
6. Each formal observation of a classroom teacher shall be between 25 minutes and 87 minutes. A formal observation for the purpose of writing an evaluation shall not take place during the first or last week of the school year, nor the day before a vacation or break/recess period.
7. After each formal observation, the administrator shall consult with the teacher to discuss the results of the observation. Such consultation will take place within ten (10) school days of said observation.
8. The completed written evaluation shall be presented to and reviewed with the teacher in a conference called by the evaluator for this purpose. After discussing the evaluation, the teacher shall sign the evaluation indicating she/he has read the evaluation and received a copy of the evaluation.
9. If a tenure teacher receives an evaluation that is less than satisfactory, the District will develop in consultation with the teacher an IDP. The evaluation conducted by the District during the evaluation period must assess the teacher's progress in meeting the goals identified in the IDP.

10. When the District fails to follow the required performance evaluation procedure during each evaluation period, it will serve as conclusive evidence that the teacher's performance for that school year was satisfactory.

### **SECTION C - EVALUATION PROCEDURE AND FORM**

Evaluation will be based upon the procedure set forth in the evaluation form as adopted by the District. The District will, however, cooperatively through its administration and the Association, constantly review and revise where necessary the evaluation form used in the District. (See Appendix E)

### **SECTION D - SCHEDULING OBSERVATIONS**

All formal observations of the instructional performance of a teacher will be scheduled at least 24 hours prior to the observation and conducted openly.

### **SECTION E - SUGGESTIONS FOR IMPROVEMENTS**

When in the opinion of the administration, a teacher's performance is judged to be unsatisfactory, the evaluation conference will serve to identify areas of deficiency and suggestions for improvement. Suggestions for improvement will be included as part of the IDP (Section B).

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

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

### **SECTION G - NOTIFICATION OF NON-RENEWAL, DISCHARGE OR DEMOTION OF A PROBATIONARY TEACHER.**

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

Tenure teachers will not be discharged or demoted without just cause. Their rights for due process will be protected under the provision of House Bill 4209 and the grievance procedure as set forth in Article V, Grievance Procedure.

### **SECTION H - MENTOR TEACHER PROGRAM**

1. Mentor teachers will be selected by the District and the Association from a list of teachers who have volunteered to serve. Every effort will be made to assign mentor teachers to work with a novice teacher from the same building. Criteria for mentor teachers will be qualifications established by the District in consultation with the Association. Provisions of this selection process are not subject to the grievance process.
2. Disputes that may arise between the mentor teacher and novice will be resolved by the District and the Association with the ultimate decision for mentor reassignment determined solely at the Board of Education's discretion.
3. District-approved training programs for mentor teachers, beyond the work day, will be compensated at the non-instructional rate.
4. The major responsibility of a mentor teacher will be to assist and support novice teachers in the components of the novice teacher program that is established by the District. It is not the responsibility of the mentor teacher to be involved in the formal written evaluation of the novice teacher. Communications involving the Evaluation Process between the mentor and the Administration concerning the novice teacher will be with the consent of the novice teacher. The novice teacher will be present when these discussions occur if requested. The formal written evaluation process is the responsibility of the Administration.
5. Mentor teachers will not receive compensation but they will be exempt from participating in the two required activities beyond the school day.
6. The District will work cooperatively with the Coach/Mentor teacher to provide release time as identified and agreed to by the parties.

### **SECTION I – GOAL-BASED EVALUATION**

**Purpose:** It is the intent of the Northville Public Schools and the Northville Education Association to create a goal-based evaluation model designed to support the professional growth of its teachers. Tenured teachers who have demonstrated effective performance are encouraged to participate in the goal-based evaluation model. A wide range of goals may be pursued in order to maximize professional growth. This evaluation model is designed to comply with the legal requirements set forth under the Michigan Teacher Tenure Act. (See Appendix E)

#### **Eligibility for Participation in the Goal-Setting Evaluation Model**

1. By the end of the year preceding the evaluation, the administrator will notify the teacher, in writing, of his/her eligibility to participate in the goal-setting model. Teachers who are denied the opportunity to participate in the goal-setting model will be provided the reason(s) in a conference with the administrator.

2. By the end of the sixth week of school, the President of the Association will be advised of all tenured teachers due for evaluation that year who are not eligible for the goal-setting model.
3. If instructional and/or performance concerns are evident at any point in the evaluation process, the evaluating building administrator will notify the teacher in writing that the standard evaluation procedure will be utilized. Observations will be scheduled and procedures will be followed as outlined in Article XIII Teacher Evaluation, in the NEA Master Agreement.
4. The teacher may discontinue their participation in the goal based evaluation model due to significant reasons, (such as: medical concerns, change of administration, extended leave/absence). Inability to complete the cycle will result in a satisfactory evaluation and placement on the standard evaluation procedure the following year.

#### **Framework for the Goal-Setting Evaluation Model**

1. By the end of the eighth week of school, the teacher will meet with the evaluating administrator to jointly determine one or more professional development goals that the teacher will work on during the evaluation period. Timelines for closure, within the three- year evaluation period, will be mutually developed and agreed upon by the teacher and the administrator based on the goal(s).
2. By the end of the tenth week of school, the teacher will complete and submit the Goal-Setting Evaluation form to the building administrator.
3. Teachers are encouraged to consider goals that maximize professional development. One or more of the following areas may be considered:
  - Instructional Techniques
  - Community Relations
  - Curriculum
  - Parent Relations
  - Classroom Management
  - Student Relations
  - Student Motivation
  - Planning and Organization
  - Staff Relations
  - Monitoring Student Achievement
  - Other Subjects (if mutually agreed)
4. The teacher will record goal(s), activities and/or progress toward achieving the goal (s) and meet at least once in a three year period with the appropriate administrator to review his/her progress, and establish new goal(s) if necessary.



5. Prior to completion of the Goal Setting Evaluation, the teacher will have chosen the documentation and the reporting method.

Examples of documentation may include:

logs	action research
project portfolios	anecdotal records

Examples of reporting methods may include:

report	department meeting
professional development	staff meetings
study groups	work product

At the completion of the project the summary form will be completed.

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

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

The Association recognizes that the cessation or interruption of professional services by teachers is contrary to law and public policy. The Board and the Association agree, in keeping with the

high standards of the teaching profession, that all differences between them will be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the 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/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) by any teacher or group of teachers, and pledge themselves to the purpose of insuring continuation of the educational program.

### **SECTION B - REPRISALS**

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

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

Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

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

the Association. If the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any damages.

## **ARTICLE XV - GENERAL**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XVI - CHARTER SCHOOLS**

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

1. The Board of Education will provide immediate notice to the Association of any contact, correspondence or inquiry regarding a charter school application or notice made to the District.

2. The Association and the Board of Education agree to provide each other with information of an application to an Intermediate School District, Community College, or public university that may operate within the boundary of the School District.

### **SECTION B - INFORMATION AND CONSULTATION**

The Board of Education agrees to furnish the Association with all available information concerning the application to authorize a charter school, including but not limited to, the identification of applicant(s), the proposed members of the charter school board of directors, and the proposed articles of incorporation, the purpose of the charter school, its proposed by-laws, governance structure, educational goals, curriculum, admissions policies/criteria, calendar and school day schedule, staff responsibilities and other relevant information.

The Board of Education or its designee further agrees to meet with the Association Representatives to discuss, clarify or supplement the information provided to the Association. The applicant seeking authorization may be included in these discussions if requested.

### **SECTION C - EMPLOYEES**

1. The Association and the District agree to allow members who take a position in a Charter School to return to a position within the Northville Public Schools under the provisions of Article XI, Vacancies, Promotions and Transfers, Section C-3.

In order to be eligible under this section, the member must have held membership in the bargaining unit prior to transferring to the Charter School.

2. Any bargaining unit member working in a charter school authorized by the School District will be covered under the appropriate terms and conditions of the collective bargaining agreement. The parties will meet to negotiate terms and conditions if the terms vary from the current master agreement.

### **ARTICLE XVII - DURATION**

The provisions of this Agreement will be effective as of August 26, 2011 and will continue and remain in full force and effect to and including August 25, 2013, and thereafter for successive periods of one (1) year unless either party will, on, or before February 1 of the year of expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, or change, or any combination thereof, which will have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

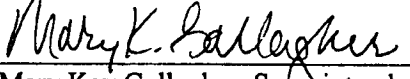
IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

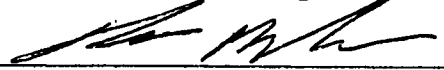
9-14-11

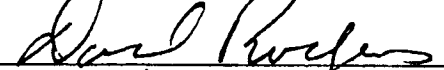
BOARD OF EDUCATION  
NORTHVILLE PUBLIC SCHOOLS

By:   
Joan Wadsworth, Board President

By:   
Libby Smith, Board Secretary


By:   
Mary Kay Gallagher, Superintendent

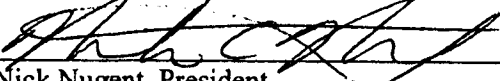
By:   
Robert Behnke, Assistant Superintendent

By:   
David Rodgers, Human Resource Director

By:   
Gary P. King, Legal Counsel

NORTHVILLE EDUCATION ASSOCIATION

By:   
Thomas Boomer, Chief Negotiator

By:   
Nick Nugent, President

By:   
Kim Edwards, Executive Director

**APPENDIX A**

**K-12 SALARY SCHEDULE  
FOR TEACHERS HIRED BEFORE NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

4% and Furlough on schedule revised for 1%

Step	BA	BA+20	MA	MA+10	MA+20	MA+30	Ph.D/Ed.D
12	69401	69800	82464	82702	82939	83224	83604
11.75	69061	69460	82060	82297	82535	82820	83200
11.5	68721	69120	81656	81893	82131	82416	82796
	68381	68780	81252	81489	81727	82012	82391
11	68040	68439	80847	81085	81322	81607	81987
	67317	67716	79905	80143	80380	80665	81045
10.5	66593	66992	78963	79200	79438	79723	80103
	65873	66272	78023	78261	78498	78783	79163
10	65153	65552	77084	77321	77559	77844	78224
	64434	64833	76141	76379	76616	76901	77281
9.5	63715	64114	75198	75436	75673	75958	76338
	62995	63394	74258	74495	74732	75017	75397
9	62275	62674	73317	73554	73792	74077	74457
	61556	61955	72377	72614	72852	73137	73517
8.5	60836	61235	71437	71674	71912	72197	72577
	60116	60514	70496	70734	70971	71256	71636
8	59395	59794	69556	69794	70031	70316	70696
	58674	59073	68614	68851	69089	69374	69754
7.5	57953	58352	67671	67909	68146	68431	68811
	57234	57633	66732	66969	67206	67491	67871
7	56515	56914	65792	66029	66267	66552	66931
	55793	56192	64851	65088	65326	65611	65991
6.5	55072	55471	63910	64147	64385	64670	65050
	54354	54753	62969	63206	63444	63729	64109
6	53636	54035	62028	62266	62503	62788	63168
	52914	53313	61086	61323	61561	61846	62226
5.5	52192	52591	60144	60381	60618	60903	61283
	51472	51871	59205	59443	59680	59965	60345
5	50753	51152	58267	58504	58741	59026	59406
	50033	50432	57324	57562	57799	58084	58464
4.5	49314	49713	56382	56619	56857	57142	57522
	48590	48989	55443	55681	55918	56203	56583
4	47866	48265	54505	54742	54980	55265	55645

**APPENDIX A**

**K-12 SALARY SCHEDULE  
FOR TEACHERS HIRED BEFORE NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

---

Step	1% On Schedule Cut						
	BA	420 BA+20	MA	250 MA+10	500 MA+20	800 MA+30	1200 Ph.D/Ed.D
12	72331	72747	85946	86193	86441	86738	87134
11.5	71623	72038	85103	85351	85598	85895	86291
11	70913	71329	84261	84508	84756	85053	85449
10.5	69405	69821	82297	82544	82792	83089	83485
10	67904	68320	80339	80586	80834	81131	81527
9.5	66405	66821	78373	78621	78868	79165	79561
9	64904	65320	76412	76660	76907	77204	77600
8.5	63405	63820	74453	74700	74948	75245	75641
8	61903	62319	72493	72740	72988	73285	73681
7.5	60400	60816	70529	70776	71024	71321	71717
7	58901	59317	68569	68817	69064	69361	69757
6.5	57397	57813	66608	66856	67103	67400	67796
6	55900	56316	64647	64895	65142	65439	65835
5.5	54396	54811	62683	62930	63178	63475	63871
5	52896	53312	60727	60974	61222	61519	61915
4.5	51396	51812	58762	59010	59257	59554	59950
4	49887	50303	56806	57054	57301	57598	57994
3.5	48391	48807	54842	55090	55337	55634	56030
3	46889	47305	52879	53126	53374	53671	54067
2.5	44506	44922	49930	50177	50425	50722	51118
2	43034	43450	48007	48255	48502	48799	49195
1.5	41563	41979	46084	46331	46579	46876	47272
1	40092	40508	44159	44406	44654	44951	45347
0	39695	40111	43721	43969	44216	44513	44909

	47149	47547	53563	53800	54038	54323	54703
<b>3.5</b>	<b>46431</b>	<b>46830</b>	<b>52620</b>	<b>52858</b>	<b>53095</b>	<b>53380</b>	<b>53760</b>
	45710	46109	51679	51916	52153	52438	52818
<b>3</b>	<b>44990</b>	<b>45389</b>	<b>50737</b>	<b>50974</b>	<b>51212</b>	<b>51497</b>	<b>51877</b>
	43847	44246	49322	49559	49797	50082	50462
<b>2.5</b>	<b>42703</b>	<b>43102</b>	<b>47907</b>	<b>48144</b>	<b>48382</b>	<b>48667</b>	<b>49047</b>
	41997	42396	46985	47222	47460	47745	48125
<b>2</b>	<b>41291</b>	<b>41690</b>	<b>46062</b>	<b>46300</b>	<b>46537</b>	<b>46822</b>	<b>47202</b>
	40585	40984	45139	45377	45614	45899	46279
<b>1.5</b>	<b>39879</b>	<b>40278</b>	<b>44217</b>	<b>44454</b>	<b>44692</b>	<b>44977</b>	<b>45357</b>
	39174	39573	43293	43531	43768	44053	44433
<b>1</b>	<b>38468</b>	<b>38867</b>	<b>42370</b>	<b>42608</b>	<b>42845</b>	<b>43130</b>	<b>43510</b>
	38277	38676	42160	42398	42635	42920	43300
<b>0</b>	<b>38087</b>	<b>38486</b>	<b>41950</b>	<b>42188</b>	<b>42425</b>	<b>42710</b>	<b>43090</b>

**APPENDIX A**

**K-12 SALARY SCHEDULE  
FOR TEACHERS HIRED AFTER NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

---

Step	1% On Schedule Cut						
	BA	420 BA+20	250 MA	500 MA+10	800 MA+20	1200 MA+30	Ph.D/Ed.D
12	72331	72747	85946	86193	86441	86738	87134
11.5	70562	70978	83597	83844	84092	84389	84785
11	68794	69210	81247	81495	81742	82039	82435
10.5	67117	67533	79023	79270	79518	79815	80211
10	65440	65856	76796	77044	77291	77588	77984
9.5	63844	64260	74694	74941	75189	75486	75882
9	62248	62664	72590	72837	73085	73382	73778
8.5	60731	61146	70602	70849	71097	71394	71790
8	59213	59629	68614	68861	69109	69406	69802
7.5	57769	58185	66734	66981	67229	67526	67922
7	56326	56742	64856	65103	65351	65648	66044
6.5	54952	55368	63080	63327	63575	63872	64268
6	53580	53996	61303	61550	61798	62095	62491
5.5	52273	52689	59624	59871	60119	60416	60812
5	50967	51383	57945	58192	58440	58737	59133
4.5	49725	50141	56358	56605	56853	57150	57546
4	48481	48897	54771	55018	55266	55563	55959
3.5	47299	47715	53272	53519	53767	54064	54460
3	46118	46534	51771	52019	52266	52563	52959
2.5	44994	45409	50353	50601	50848	51145	51541
2	43869	44285	48936	49183	49431	49728	50124
1.5	42799	43214	47595	47843	48090	48387	48783
1	41730	42146	46255	46502	46750	47047	47443
0	39695	40111	43721	43969	44216	44513	44909



**APPENDIX A**

**K-12 SALARY SCHEDULE  
FOR TEACHERS HIRED AFTER NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

4% and Furlough on schedule revised for 1%

Step	BA	420 BA+20	MA	250 MA+10	500 MA+20	800 MA+30	1200 Ph.D/Ed.D
12	69401	69800	82464	82702	82939	83224	83604
11.75	68552	68951	81337	81575	81812	82097	82477
11.5	67704	68103	80210	80448	80685	80970	81350
	66855	67254	79083	79320	79558	79843	80223
11	66007	66406	77956	78193	78431	78716	79096
	65203	65602	76889	77126	77364	77649	78029
10.5	64398	64797	75822	76059	76296	76581	76961
	63594	63993	74753	74991	75228	75513	75893
10	62789	63188	73685	73923	74160	74445	74825
	62023	62422	72676	72914	73151	73436	73816
9.5	61258	61657	71668	71905	72143	72428	72808
	60492	60891	70658	70896	71133	71418	71798
9	59727	60125	69649	69887	70124	70409	70789
	58998	59397	68695	68933	69170	69455	69835
8.5	58270	58669	67742	67979	68217	68502	68882
	57542	57941	66788	67026	67263	67548	67928
8	56814	57213	65834	66072	66309	66594	66974
	56122	56521	64932	65170	65407	65692	66072
7.5	55429	55828	64031	64268	64505	64790	65170
	54737	55136	63130	63367	63604	63889	64269
7	54044	54443	62229	62466	62704	62988	63368
	53385	53784	61376	61614	61851	62136	62516
6.5	52726	53125	60524	60762	60999	61284	61664
	52068	52466	59672	59909	60147	60432	60812
6	51409	51808	58819	59057	59294	59579	59959
	50782	51181	58014	58251	58489	58774	59154
5.5	50155	50554	57208	57446	57683	57968	58348
	49529	49928	56403	56640	56878	57163	57543
5	48902	49301	55597	55835	56072	56357	56737
	48306	48705	54836	55073	55311	55596	55976
4.5	47710	48109	54075	54312	54550	54835	55215
	47114	47513	53313	53551	53788	54073	54453

<b>4</b>	<b>46517</b>	<b>46916</b>	<b>52552</b>	<b>52789</b>	<b>53027</b>	<b>53312</b>	<b>53692</b>
	45950	46349	51833	52070	52308	52593	52973
<b>3.5</b>	<b>45383</b>	<b>45782</b>	<b>51114</b>	<b>51351</b>	<b>51589</b>	<b>51874</b>	<b>52254</b>
	44817	45215	50394	50631	50869	51154	51534
<b>3</b>	<b>44250</b>	<b>44649</b>	<b>49674</b>	<b>49911</b>	<b>50149</b>	<b>50434</b>	<b>50814</b>
	43710	44109	48994	49231	49469	49754	50134
<b>2.5</b>	<b>43171</b>	<b>43570</b>	<b>48314</b>	<b>48551</b>	<b>48788</b>	<b>49073</b>	<b>49453</b>
	42631	43030	47633	47871	48108	48393	48773
<b>2</b>	<b>42092</b>	<b>42491</b>	<b>46953</b>	<b>47191</b>	<b>47428</b>	<b>47713</b>	<b>48093</b>
	41578	41977	46310	46548	46785	47070	47450
<b>1.5</b>	<b>41065</b>	<b>41464</b>	<b>45667</b>	<b>45905</b>	<b>46142</b>	<b>46427</b>	<b>46807</b>
	40552	40951	45024	45262	45499	45784	46164
<b>1</b>	<b>40040</b>	<b>40439</b>	<b>44381</b>	<b>44618</b>	<b>44856</b>	<b>45141</b>	<b>45521</b>
	39063	39462	43166	43403	43641	43926	44305
<b>0</b>	<b>38087</b>	<b>38486</b>	<b>41950</b>	<b>42188</b>	<b>42425</b>	<b>42710</b>	<b>43090</b>

**APPENDIX B**

**SEP SALARY SCHEDULE  
FOR TEACHERS HIRED BEFORE NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

---

SEP - Before 2008	1% On Schedule Cut						
		420		250	500	800	1200
Step	BA	BA+20	MA	MA+10	MA+20	MA+30	Ph.D/Ed.D
12	74271	74687	88256	88503	88751	89048	89444
11.5	73543	73959	87345	87592	87840	88137	88533
11	72815	73230	86524	86772	87019	87316	87712
10.5	71266	71682	84507	84755	85002	85299	85695
10	69728	70143	82495	82742	82990	83287	83683
9.5	68186	68602	80482	80730	80977	81274	81670
9	66643	67059	78469	78717	78964	79261	79657
8.5	65102	65518	76454	76701	76949	77246	77642
8	63560	63976	74441	74689	74936	75233	75629
7.5	62017	62432	72428	72676	72923	73220	73616
7	60471	60887	70414	70661	70909	71206	71602
6.5	58932	59348	68401	68649	68896	69193	69589
6	57386	57802	66389	66637	66884	67181	67577
5.5	55845	56261	64374	64621	64869	65166	65562
5	54302	54717	62359	62607	62854	63151	63547
4.5	52761	53177	60343	60591	60838	61135	61531
4	51216	51631	58334	58581	58829	59126	59522
3.5	49676	50092	56318	56566	56813	57110	57506
3	48135	48551	54303	54551	54798	55095	55491
2.5	45686	46101	51275	51523	51770	52067	52463
2	44176	44592	49301	49549	49796	50093	50489
1.5	42662	43078	47324	47571	47819	48116	48512
1	41146	41562	45352	45599	45847	46144	46540
0	40739	41155	44902	45150	45397	45694	46090

**APPENDIX B**

**SEP SALARY SCHEDULE  
FOR TEACHERS HIRED BEFORE NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

4% and Furlough on schedule revised for 1%

Step	420		250		500		800		1200	
	BA	BA+20	MA	MA+10	MA+20	MA+30	MA+30	Ph.D/Ed.D	Ph.D/Ed.D	
12	71262	71661	84680	84918	85155	85440	85440	85820	85820	
11.75	70913	71312	84243	84481	84718	85003	85003	85383	85383	
11.5	70564	70963	83806	84044	84281	84566	84566	84946	84946	
	70214	70613	83413	83650	83888	84173	84173	84553	84553	
11	69865	70264	83019	83256	83494	83779	83779	84159	84159	
	69122	69521	82051	82289	82526	82811	82811	83191	83191	
10.5	68379	68778	81084	81321	81559	81844	81844	82224	82224	
	67641	68040	80118	80356	80593	80878	80878	81258	81258	
10	66903	67302	79153	79390	79628	79913	79913	80293	80293	
	66163	66562	78187	78425	78662	78947	78947	79327	79327	
9.5	65424	65823	77222	77459	77697	77982	77982	78362	78362	
	64684	65083	76256	76494	76731	77016	77016	77396	77396	
9	63943	64342	75291	75528	75766	76050	76050	76430	76430	
	63204	63603	74324	74561	74799	75083	75083	75463	75463	
8.5	62465	62864	73357	73594	73832	74116	74116	74496	74496	
	61725	62124	72391	72628	72866	73151	73151	73531	73531	
8	60985	61384	71425	71663	71900	72185	72185	72565	72565	
	60245	60644	70460	70697	70935	71220	71220	71600	71600	
7.5	59504	59903	69494	69732	69969	70254	70254	70634	70634	
	58763	59162	68528	68765	69003	69288	69288	69668	69668	
7	58021	58420	67561	67799	68036	68321	68321	68701	68701	
	57283	57682	66596	66833	67071	67356	67356	67736	67736	
6.5	56544	56943	65630	65868	66105	66390	66390	66770	66770	
	55803	56202	64665	64903	65140	65425	65425	65805	65805	
6	55062	55461	63700	63937	64175	64460	64460	64840	64840	
	54322	54721	62733	62970	63208	63493	63493	63873	63873	
5.5	53583	53982	61766	62003	62241	62526	62526	62906	62906	
	52842	53241	60799	61037	61274	61559	61559	61939	61939	
5	52102	52501	59833	60070	60308	60593	60593	60973	60973	
	51363	51762	58866	59103	59341	59626	59626	60006	60006	
4.5	50624	51023	57899	58136	58374	58659	58659	59039	59039	
	49882	50281	56935	57172	57410	57695	57695	58075	58075	

<b>4</b>	<b>49141</b>	<b>49540</b>	<b>55971</b>	<b>56208</b>	<b>56446</b>	<b>56731</b>	<b>57111</b>
	48402	48801	55004	55241	55479	55764	56144
<b>3.5</b>	<b>47664</b>	<b>48063</b>	<b>54037</b>	<b>54274</b>	<b>54512</b>	<b>54797</b>	<b>55177</b>
	46924	47323	53070	53308	53545	53830	54210
<b>3</b>	<b>46185</b>	<b>46584</b>	<b>52104</b>	<b>52341</b>	<b>52579</b>	<b>52864</b>	<b>53243</b>
	45010	45409	50651	50888	51126	51411	51791
<b>2.5</b>	<b>43835</b>	<b>44234</b>	<b>49198</b>	<b>49435</b>	<b>49673</b>	<b>49958</b>	<b>50338</b>
	43110	43509	48251	48488	48726	49011	49391
<b>2</b>	<b>42386</b>	<b>42785</b>	<b>47304</b>	<b>47541</b>	<b>47779</b>	<b>48064</b>	<b>48444</b>
	41660	42059	46355	46593	46830	47115	47495
<b>1.5</b>	<b>40934</b>	<b>41333</b>	<b>45407</b>	<b>45644</b>	<b>45882</b>	<b>46167</b>	<b>46547</b>
	40207	40606	44461	44698	44936	45221	45601
<b>1</b>	<b>39480</b>	<b>39878</b>	<b>43515</b>	<b>43752</b>	<b>43990</b>	<b>44275</b>	<b>44655</b>
	39284	39683	43299	43537	43774	44059	44439
<b>0</b>	<b>39089</b>	<b>39488</b>	<b>43083</b>	<b>43321</b>	<b>43558</b>	<b>43843</b>	<b>44223</b>

**APPENDIX B**

**SEP SALARY SCHEDULE  
FOR TEACHERS HIRED AFTER NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

---

SEP - After 2008	1% On Schedule Cut						
		420	250	500	800	1200	
Step	BA	BA+20	MA	MA+10	MA+20	MA+30	Ph.D/Ed.D
12	74271	74687	88256	88503	88751	89048	89444
11.5	72456	72872	85849	86096	86344	86641	87037
11	70641	71057	83443	83691	83938	84235	84631
10.5	68917	69333	81157	81405	81652	81949	82345
10	67194	67610	78872	79120	79367	79664	80060
9.5	65554	65970	76712	76960	77207	77504	77900
9	63914	64330	74551	74798	75046	75343	75739
8.5	62354	62770	72510	72757	73005	73302	73698
8	60795	61211	70468	70716	70963	71260	71656
7.5	59312	59728	68537	68784	69032	69329	69725
7	57828	58244	66608	66856	67103	67400	67796
6.5	56417	56833	64784	65031	65279	65576	65972
6	55005	55421	62959	63207	63454	63751	64147
5.5	53663	54079	61235	61483	61730	62027	62423
5	52322	52737	59511	59758	60006	60303	60699
4.5	51043	51459	57880	58128	58375	58672	59068
4	49767	50183	56251	56498	56746	57043	57439
3.5	48553	48968	54710	54958	55205	55502	55898
3	47338	47754	53171	53418	53666	53963	54359
2.5	46184	46599	51714	51961	52209	52506	52902
2	45027	45443	50257	50505	50752	51049	51445
1.5	43929	44345	48880	49128	49375	49672	50068
1	42830	43246	47504	47752	47999	48296	48692
0	40739	41155	44902	45150	45397	45694	46090

**APPENDIX B**

**SEP SALARY SCHEDULE  
FOR TEACHERS HIRED AFTER NOVEMBER 1, 2008  
2011-2012 and 2012-2013**

4% and Furlough on schedule revised for 1%

Step	BA	420 BA+20	MA	250 MA+10	500 MA+20	800 MA+30	1200 Ph.D/Ed.D
<b>12</b>	<b>71262</b>	<b>71661</b>	<b>84680</b>	<b>84918</b>	<b>85155</b>	<b>85440</b>	<b>85820</b>
11.75	70391	70790	83526	83763	84001	84286	84666
<b>11.5</b>	<b>69521</b>	<b>69920</b>	<b>82371</b>	<b>82609</b>	<b>82846</b>	<b>83131</b>	<b>83511</b>
	68650	69049	81217	81454	81692	81977	82357
<b>11</b>	<b>67780</b>	<b>68179</b>	<b>80063</b>	<b>80300</b>	<b>80538</b>	<b>80823</b>	<b>81203</b>
	66952	67351	78966	79204	79441	79726	80106
<b>10.5</b>	<b>66125</b>	<b>66524</b>	<b>77870</b>	<b>78107</b>	<b>78344</b>	<b>78629</b>	<b>79009</b>
	65299	65698	76773	77011	77248	77533	77913
<b>10</b>	<b>64472</b>	<b>64871</b>	<b>75677</b>	<b>75915</b>	<b>76152</b>	<b>76437</b>	<b>76817</b>
	63685	64084	74641	74878	75116	75401	75781
<b>9.5</b>	<b>62898</b>	<b>63297</b>	<b>73604</b>	<b>73842</b>	<b>74079</b>	<b>74364</b>	<b>74744</b>
	62112	62511	72568	72805	73043	73328	73708
<b>9</b>	<b>61325</b>	<b>61724</b>	<b>71531</b>	<b>71768</b>	<b>72006</b>	<b>72291</b>	<b>72671</b>
	60577	60976	70552	70789	71026	71311	71691
<b>8.5</b>	<b>59828</b>	<b>60227</b>	<b>69572</b>	<b>69810</b>	<b>70047</b>	<b>70332</b>	<b>70712</b>
	59080	59479	68593	68830	69068	69353	69733
<b>8</b>	<b>58332</b>	<b>58731</b>	<b>67614</b>	<b>67851</b>	<b>68088</b>	<b>68373</b>	<b>68753</b>
	57621	58020	66687	66924	67162	67447	67827
<b>7.5</b>	<b>56909</b>	<b>57308</b>	<b>65760</b>	<b>65998</b>	<b>66235</b>	<b>66520</b>	<b>66900</b>
	56197	56596	64835	65073	65310	65595	65975
<b>7</b>	<b>55485</b>	<b>55884</b>	<b>63910</b>	<b>64147</b>	<b>64385</b>	<b>64670</b>	<b>65050</b>
	54808	55207	63035	63272	63509	63794	64174
<b>6.5</b>	<b>54132</b>	<b>54531</b>	<b>62159</b>	<b>62397</b>	<b>62634</b>	<b>62919</b>	<b>63299</b>
	53454	53853	61284	61521	61759	62044	62424
<b>6</b>	<b>52777</b>	<b>53176</b>	<b>60409</b>	<b>60646</b>	<b>60884</b>	<b>61168</b>	<b>61548</b>
	52133	52532	59582	59819	60057	60342	60722
<b>5.5</b>	<b>51489</b>	<b>51888</b>	<b>58755</b>	<b>58992</b>	<b>59230</b>	<b>59515</b>	<b>59895</b>
	50845	51244	57927	58165	58402	58687	59067
<b>5</b>	<b>50202</b>	<b>50601</b>	<b>57100</b>	<b>57338</b>	<b>57575</b>	<b>57860</b>	<b>58240</b>
	49589	49988	56318	56555	56793	57078	57458
<b>4.5</b>	<b>48976</b>	<b>49375</b>	<b>55536</b>	<b>55773</b>	<b>56011</b>	<b>56296</b>	<b>56675</b>
	48363	48762	54754	54991	55229	55514	55894

<b>4</b>	<b>47751</b>	<b>48150</b>	<b>53972</b>	<b>54210</b>	<b>54447</b>	<b>54732</b>	<b>55112</b>
	47168	47567	53233	53471	53708	53993	54373
<b>3.5</b>	<b>46586</b>	<b>46985</b>	<b>52494</b>	<b>52732</b>	<b>52969</b>	<b>53254</b>	<b>53634</b>
	46003	46402	51755	51993	52230	52515	52895
<b>3</b>	<b>45420</b>	<b>45819</b>	<b>51017</b>	<b>51254</b>	<b>51492</b>	<b>51777</b>	<b>52157</b>
	44866	45265	50318	50555	50793	51078	51458
<b>2.5</b>	<b>44313</b>	<b>44712</b>	<b>49619</b>	<b>49856</b>	<b>50094</b>	<b>50379</b>	<b>50759</b>
	43758	44157	48920	49158	49395	49680	50060
<b>2</b>	<b>43203</b>	<b>43602</b>	<b>48221</b>	<b>48459</b>	<b>48696</b>	<b>48981</b>	<b>49361</b>
	42676	43075	47561	47798	48036	48321	48701
<b>1.5</b>	<b>42150</b>	<b>42549</b>	<b>46900</b>	<b>47138</b>	<b>47375</b>	<b>47660</b>	<b>48040</b>
	41622	42021	46240	46477	46715	47000	47380
<b>1</b>	<b>41095</b>	<b>41494</b>	<b>45580</b>	<b>45817</b>	<b>46055</b>	<b>46340</b>	<b>46720</b>
	40092	40491	44332	44569	44807	45092	45471
<b>0</b>	<b>39089</b>	<b>39488</b>	<b>43083</b>	<b>43321</b>	<b>43558</b>	<b>43843</b>	<b>44223</b>



**APPENDIX C-1**

**NORTHVILLE PUBLIC SCHOOLS  
SCHOOL YEAR CALENDAR  
2011-2012**

Teacher Professional Days	Aug. 30 & Aug. 31	Tuesday & Wednesday
Teacher Work Day	September 1	Thursday
Labor Day Recess	Sept. 2 & 5	Friday & Monday
First Day of Classes (Half Day)	September 6	Tuesday
Teacher Professional Day	November 8	Tuesday
Thanksgiving Recess	November 24-25	Thursday & Friday
Winter Recess Begins End of Day	December 20	Tuesday
Classes Resume	January 3	Tuesday
End of Semester	January 26	Thursday
Teacher Work Day	January 27	Friday
Mid-Winter Recess	February 20 – 21	Monday & Tuesday
Classes Resume	February 22	Wednesday
Teacher Professional Day	March 6*	Tuesday
Spring Recess Begins End of Day	April 5	Thursday
Classes Resume	April 16	Monday
Memorial Day Recess	May 28	Monday
Last Day of Classes (Half Day)	June 14	Thursday
Teacher Work Day	June 15	Friday
First Day of Summer Program 1	June 19	Tuesday
Last Day of Summer Program 1	June 27	Wednesday
First Day of Summer Program 2	July 17	Tuesday
Last Day of Summer Program 2	August 16	Thursday

Student Days\*\* = 180 (Student Days)  
180 (Dual Diagnosed-SEP)  
200 (SCI & SXI – SEP)

Summer Days (SEP) = 20

\*Note: These dates are subject to change if MDE schedules the MME/ACT on a different date. The fourth professional day will align with the MME/ACT test date as scheduled by the Michigan Department of Education.

180 student days; 187 teacher attendance days with an obligation for two (2) teacher days built into two evenings or late afternoons for Parent-Teacher Conferences in the Fall Semester and one (1) evening or late afternoon for Parent-Teacher Conferences in the Spring Semester, plus the six (6) one-hour blocks of professional development set forth below, for the total equivalent of 190 days. These six (6) 1-hour blocks will be scheduled at least 30 days in advance by the principal/supervisor, after consultation with the faculty, including the Association Building Representative(s).

\*\*\*Note: It is understood that four early release days will be scheduled during the course of the school year on student days for the purpose of scheduling professional development.

Two teacher work days (January 27 and June 15) are unpaid furlough days for which teachers will not be required to report, but shall be required to complete the work intended for those days. (Ref. Art. VI, Sec. A).

**APPENDIX C-2**

**NORTHVILLE PUBLIC SCHOOLS  
SCHOOL YEAR CALENDAR  
2012-2013**

Teacher Professional Days	Aug. 28 & Aug. 29	Tuesday & Wednesday
Teacher Work Day	August 30	Thursday
Labor Day Recess	Aug. 31 & Sept. 3	Friday & Monday
First Day of Classes (Half Day)	September 4	Tuesday
Teacher Professional Day	November 6	Tuesday
Thanksgiving Recess	November 22-23	Thursday & Friday
Winter Recess Begins End of Day	December 21	Friday
Classes Resume	January 7	Monday
End of Semester	January 24	Thursday
Teacher Work Day	January 25	Friday
Mid-Winter Recess	February 18	Monday
Classes Resume	February 19	Tuesday
Teacher Professional Day	March 5*	Tuesday
Spring Recess Begins End of Day	March 28	Thursday
Classes Resume	April 8	Monday
Memorial Day Recess	May 27	Monday
Last Day of Classes (Half Day)	June 13	Thursday
Teacher Work Day	June 14	Friday
First Day of Summer Program 1	June 18	Tuesday
Last Day of Summer Program 1	June 26	Wednesday
First Day of Summer Program 2	July 16	Tuesday
Last Day of Summer Program 2	August 15	Thursday

Student Days\*\* = 180 (Student Days)  
180 (Dual Diagnosed-SEP)  
200 (SCI & SXI – SEP)

Summer Days (SEP) = 20

\*Note: These dates are subject to change if MDE schedules the MME/ACT on a different date. The fourth professional day will align with the MME/ACT test date as scheduled by the Michigan Department of Education.

180 student days; 187 teacher attendance days with an obligation for two (2) teacher days built into two evenings or late afternoons for Parent-Teacher Conferences in the Fall Semester and one (1) evening or late afternoon for Parent-Teacher Conferences in the Spring Semester, plus the six (6) one-hour blocks of professional development set forth below, for the total equivalent of 190 days. These six (6) 1-hour blocks will be scheduled at least 30 days in advance by the principal/supervisor, after consultation with the faculty, including the Association Building Representative(s).

\*\*\*Note: It is understood that four early release days will be scheduled during the course of the school year on student days for the purpose of scheduling professional development.

Two teacher work days (January 25 and June 14) are unpaid furlough days for which teachers will not be required to report, but shall be required to complete the work intended for those days. (Ref. Art. VI, Sec. A).

**APPENDIX D**

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

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

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

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

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

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

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

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

		Level				Level	
Group	1	2	3	Group	1	2	3
I	14%	15%	16%	VII	5.4%	5.7%	6.0%
II	12.7%	13.3%	14.0%	VIII	4.1%	4.3%	4.5%
III	9.0%	9.5%	10.0%	IX	3.2%	3.3%	3.5%
IV	8.1%	8.5%	8.9%	X	1.8%	1.9%	2.0%
V	6.8%	7.1%	7.5%	XI	0.9%	1.0%	1.1%
VI	6.3%	6.7%	7.0%				

**EXTRA-CURRICULAR 2011-12 AND 2012-13**

<b>Group</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
I	\$5,557	\$5,954	\$6,351
II	\$5,041	\$5,279	\$5,557
III	\$3,573	\$3,771	\$3,970
IV	\$3,215	\$3,374	\$3,533
V	\$2,699	\$2,818	\$2,977
VI	\$2,501	\$2,660	\$2,779
VII	\$2,144	\$2,263	\$2,382
VIII	\$1,627	\$1,707	\$1,786
IX	\$1,270	\$1,310	\$1,389
X	\$715	\$754	\$794
XI	\$357	\$397	\$437

**EXTRA-CURRICULAR ACTIVITIES**

<b>Group</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b><u>Group I</u></b> Varsity Football	14.0%	15.0%	16.0%
<b><u>Group II</u></b> (2) Varsity Basketball Varsity Gymnastics (2) Varsity Swimming Varsity Volleyball Varsity Wrestling High School Yearbook (without class) Spring Musical	12.7%	13.3%	14.0%
<b><u>Group III</u></b> Varsity Baseball Varsity Softball (2) Varsity Soccer (2) Varsity Track Varsity Hockey High School Cheerleaders	9.0%	9.5%	10.0%
<b><u>Group IV</u></b> (2) Varsity Cross Country (2) Varsity Tennis (2) Varsity Golf (2) Junior Varsity Basketball Junior Varsity Volleyball Junior Varsity Football High School Instrumental-Jazz/ Symphonic Marching Band (2) Assistant Varsity Football Assistant Varsity Hockey	8.1%	8.5%	8.9%
<b><u>Group V</u></b> (3) Assistant Junior Varsity Football (4) Assistant Varsity Swimming (if over 35) Assistant Varsity Wrestling Assistant Varsity Volleyball (2) Assistant Varsity Basketball Assistant High School Marching Band Pom Pom Squad Assistant Varsity Gymnastics (if over 16) (1) Girls Diving Coach (1) Boys Diving Coach (1) Assistant High School Jazz/Symphony	6.8%	7.1%	7.5%

<b>Group</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
<b><u>Group VI</u></b> Junior Varsity Basketball (1) Freshman Baseball (2) 9 <sup>th</sup> Grade Basketball (2) 9 <sup>th</sup> Grade Football 9 <sup>th</sup> Grade Volleyball (2) Assistant Varsity Soccer (2) Junior Varsity Soccer (1) Freshman Soccer Junior Varsity Softball (1) Freshman Softball (1) Junior Varsity Tennis (Boys) (1) Junior Varsity Tennis (Girls) (4) Assistant Varsity Track (if over 50) (2) Junior Varsity Cross Country (if over 40) (2) Junior Varsity Golf Junior Varsity Cheerleading Fall Play Director (2+) High Groups/Northville Singers/ Concert Choir* High School Forensics (2) Middle School Forensics Senior Class Sponsor 9 <sup>th</sup> Grade Cheerleaders Special Olympics (1) Junior Varsity Pom-Pom	6.3%	6.7%	7.0%
<b><u>Group VII</u></b> (2) National Honor Society (4) 7 <sup>th</sup> Grade Basketball (4) 8 <sup>th</sup> Grade Basketball (6) 7 <sup>th</sup> and 8 <sup>th</sup> Grade Football (if over 40) (2) 7 <sup>th</sup> Grade Volleyball (2) 8 <sup>th</sup> Grade Volleyball (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Coed Swimming (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Coed Track (2) Middle School Yearbook (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Cross Country High School Newspaper (w/o class) High School Yearbook (with class)	5.4%	5.7%	6.0%
<b><u>Group VIII</u></b> (2) Middle School Music (2) Middle School Drama (2) 7 <sup>th</sup> /8 <sup>th</sup> Grade Cheerleaders	4.1%	4.3%	4.5%

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

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

**\*\*Note:** Based on four (4) performances (prorated for less than four or additional prorated compensation for more than four performances).

**Note:** The Athletic Coordinator and the Student Activities Coordinator will each receive a flat amount of \$3,300 per year.

## APPENDIX E

### TEACHER EVALUATION REPORTS

The evaluation process at Northville Public Schools is to be a cooperative and continuous process. It is an opportunity for teachers to demonstrate their competency, effectiveness, and responsibility in a collaborative effort with principals to promote the educational goals established by the district and to promote student achievement.

The evaluative instrument has been developed to measure the elements used by teachers that create a positive learning experience for all students. The instrument is designed to be equitably administered and to measure professionalism and performance.

Information will be from both formal and informal observations.

The evaluation process will provide a framework to offer encouragement and resources to enable the staff person to develop and grow professionally.

**Meets District Standards (M)** – Teacher demonstrates a comprehensive understanding and is proficient in this area.

**Progressing (P)** – Teacher performance is acceptable but there is room for growth in this area.

**Below District Standards (B)** – Teacher is performing below an acceptable level and must show positive change in this area.

**Not Applicable (NA)** – Not applicable or not observed in this area.

**IDP** – Individualized Development Plan



**Professional Staff Evaluation  
Northville Public Schools  
Northville, Michigan**

Name \_\_\_\_\_ Evaluator \_\_\_\_\_ School \_\_\_\_\_  
 Assignment \_\_\_\_\_

Events	Dates	Employee Status (Check One)	Other Administrator Designated
Classroom Visits:	_____	Probationary Year 1	Name _____ Title _____
	_____	Probationary Year 2	Name _____ Title _____
	_____	Probationary Year 3	Name _____ Title _____
	_____	Probationary Year 4	Name _____ Title _____
Pre-Conference:	_____	Tenured	Name _____ Title _____
	_____	Non-Tenure Status	Name _____ Title _____
Review with Staff Member	_____		

<b>Meets District Standards (M)</b> - Teacher consistently demonstrates a comprehensive understanding and is proficient in this area.	<b>Below District Standards (B)</b> - Teacher is performing below an acceptable level and must show positive change in this area.
<b>Progressing (P)</b> - Teacher performance is acceptable, but there is room for growth in this area.	<b>Not Applicable (NA)</b> - Not applicable or not observed in this area.
IDP - Individualized Development Plan.	

**Professional Staff Evaluation  
Northville Public Schools  
Northville, Michigan**

Name \_\_\_\_\_ Date \_\_\_\_\_

**1. Instructional Performance**

	Rating	Comments	Recommendations	IDP Goal
A.		Formulates realistic goals and motivates students toward these goals.		

	Rating	Comments	Recommendations	IDP Goal
B.		Develops and utilizes varied techniques and materials appropriate to the instructional objectives.		

	Rating	Comments	Recommendations	IDP Goal
C.		Adjusts materials and techniques to meet individual needs of students.		

	Rating	Comments	Recommendations	IDP Goal
D.		Demonstrates knowledge of subject matter and has the ability to communicate it at the student's level.		

	Rating	Comments	Recommendations	IDP Goal
E.		Provides information in a clear and concise manner.		

		Rating	Comments	Recommendations	IDP Goal
F.	Challenges students to utilize critical and analytical thinking toward problem-solving.				

		Rating	Comments	Recommendations	IDP Goal
G.	Provides opportunities for student participation.				

		Rating	Comments	Recommendations	IDP Goal
H.	Encourages efficient study habits and allows time for completing tasks.				

		Rating	Comments	Recommendations	IDP Goal
I.	Effectively evaluates student progress.				

		Rating	Comments	Recommendations	IDP Goal
J.	Uses information gained from the testing and observation of students to assist in planning and improving the instructional program.				

**2. Classroom Management**

		Rating	Comments	Recommendations	IDP Goal
A.	Demonstrates ability to gain and hold the attention of students.				

		Rating	Comments	Recommendations	IDP Goal
B.	Maintains consistent and reasonable classroom control.				

		Rating	Comments	Recommendations	IDP Goal
C.	Exhibits fairness and consistency in dealing with behavior problems.				

		Rating	Comments	Recommendations	IDP Goal
D.	Maintains a classroom atmosphere and climate that stimulates and motivates growth.				

### 3. Managerial Performance

		Rating	Comments	Recommendations	IDP Goal
A.	Organizes class time effectively.				

		Rating	Comments	Recommendations	IDP Goal
B.	Shows evidence of adequate lesson plans and preparation.				

		Rating	Comments	Recommendations	IDP Goal
C.	Maintains updated student files and records.				

		Rating	Comments	Recommendations	IDP Goal
D.	Submits reports which are written promptly and accurately.				

		Rating	Comments	Recommendations	IDP Goal
E.	Adheres to School District and Building policies and procedures.				

**4. Professional Attributes**

		Rating	Comments	Recommendations	IDP Goal
A.	Demonstrates a positive attitude toward teaching.				

		Rating	Comments	Recommendations	IDP Goal
B.	Exercises good judgment.				

		Rating	Comments	Recommendations	IDP Goal
C.	Is Punctual.				

		Rating	Comments	Recommendations	IDP Goal
D.	Has good attendance.				

		Rating	Comments	Recommendations	IDP Goal
E.	Cooperates in evolving curriculum goals.				

		Rating	Comments	Recommendations	IDP Goal
F.	Shows evidence of willingness to share in school responsibilities and activities.				

		Rating	Comments	Recommendations	IDP Goal
G.	Responds to administrative requests in a timely manner.				

**5. Learning Community**

		Rating	Comments	Recommendations	IDP Goal
A.	Communicates and interacts effectively with students.				

		Rating	Comments	Recommendations	IDP Goal
B.	Communicates and interacts effectively with parents.				

		Rating	Comments	Recommendations	IDP Goal
C.	Communicates and interacts effectively with colleagues.				

		Rating	Comments	Recommendations	IDP Goal
D.	Communicates and interacts effectively with administrators.				

		Rating	Comments	Recommendations	IDP Goal
E.	Emphasizes successes and reinforces positive growth of all students.				

		Rating	Comments	Recommendations	IDP Goal
F.	Develops and maintains good rapport with students.				

		Rating	Comments	Recommendations	IDP Goal
G	Uses discretion and consideration when speaking about his/her school, students and colleagues.				

### 6. Professional Growth

		Rating	Comments	Recommendations	IDP Goal
A.	Shows continued interest and effort in professional growth and improvement.				

		Rating	Comments	Recommendations	IDP Goal
B.	Shows evidence of professional goal setting.				

		Rating	Comments	Recommendations	IDP Goal
C.	Uses suggestions from other professionals as a means for improvement and growth.				

7. Additional comments by the principal which may not be included within the criteria above.

**General Evaluation of Teacher's Performance:**

- \_\_\_\_\_ Meets District Standards
- \_\_\_\_\_ Progressing
- \_\_\_\_\_ Below District Standards

**Evaluator's Recommendation:**

- \_\_\_\_\_ Probationary Year One (1) Completed
- \_\_\_\_\_ Probationary Year Two (2) Completed
- \_\_\_\_\_ Probationary Year Three (3) Completed
- \_\_\_\_\_ Probationary Year Four (4) Completed

\_\_\_\_\_ Recommended for Tenure                      \_\_\_\_\_ Continued Tenure                      \_\_\_\_\_ Recommended Non-Renewal

Evaluator's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**8. Teacher Comments/Reactions**

"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document."

Teacher's Signature \_\_\_\_\_ Date: \_\_\_\_\_



**NORTHVILLE PUBLIC SCHOOL DISTRICT**

**GOAL SETTING  
EVALUATION FORM**

<b>Teacher's Name:</b>		<b>School Year:</b>	
<b>Assignment:</b>		<b>School:</b>	
<b>Administrator:</b>			
<b>Initial Conference Date:</b> (8 <sup>th</sup> week)		<b>Date of Acceptance:</b> (10 <sup>th</sup> week)	
<b>Statement of Goal:</b>			
<b>Expected Outcomes/Criteria for Success:</b>			
<b>Timeline:</b>			
<b>Steps/Actions to be taken. Documentation, Reporting and Method:</b>			
<b>Resources/Support Requested:</b>			
<b>Teacher Signature:</b>		<b>Date:</b>	
<b>Administrator Signature</b>		<b>Date:</b>	

# GOAL SETTING EVALUATION

## SUMMARY

**Statement of Goal Outcome, Documentation and Reporting Method:**

<b>Teacher Signature:</b>		<b>Date:</b>	
<b>Administrator Signature:</b>		<b>Date:</b>	

**(Attach additional pages as needed)**

form.goalsetting2  
10/04

**APPENDIX F**

**NORTHVILLE PUBLIC SCHOOL DISTRICT  
Northville, Michigan**

**REGISTRATION OF GRIEVANCE**

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

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

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

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

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

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

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

\_\_\_\_\_  
Section

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

**APPENDIX G-1**

**NORTHVILLE PUBLIC SCHOOL DISTRICT AGREEMENT**

**Concerning Elementary Shared Teaching Arrangements**

**Definition:** The following conditions shall be in effect during a school year when a shared teaching arrangement has been approved by the District.

- A. For the purpose of this Agreement, job sharing will mean the occupation of a single staff position by two (2) individuals with each assignment being half time. In order for a shared position to be considered, the two (2) individuals must send a letter to their building principal and the Director of Human Resources with a copy to the Association President outlining the manner in which curriculum consistency for students will be maintained.

\*All proposed shared-time teaching assignments must be approved by the Superintendent, or his/her designee and submitted to the Board of Education for approval.

- B. Applications for job sharing will be filed by the teacher(s) with the District prior to March 1 of the school year preceding the effective date of job sharing. Teachers shall be informed of their job sharing prior to the close of school in June.
- C. The teacher partners will be tenure teachers in the Northville Public Schools.
- D. No teacher in the District will be involuntarily transferred in order to create job sharing positions.
- E. The shared teaching assignment will be for one school year and it may be extended with written mutual consent from all parties. Requests for consideration of continuation are to be submitted by March 1.
- F. When a job sharing position is terminated, the teacher(s) will be assigned to the same position which he/she left prior to the job sharing if available. If that position is not available, he/she will be assigned to a substantially equivalent position, according to his/her seniority.
- G. When a teacher is being considered for job sharing by the District, the teacher's certification area of competence, major and/or minor fields of study, quality of teacher performance and the number of potential job sharing requests in the program or building, continuity of instruction, and grade level requested shall be the criteria used. All factors being approximately equal, seniority will prevail.
- H. Each teacher will attend at least one collegial planning meeting a week. Since it may not be possible to schedule equivalent planning times and collegial times between the

mornings and afternoons, teacher will be responsible to submit a plan to resolve planning minutes, teacher subject areas and collegial meetings to the principal after they have received the special schedule.

- I. Each classroom teacher will work one-half day each day of the week (subject to paragraph A below).

**Duties:**

- A. Job sharing partners will be responsible to insure that regular communication takes place between them. To facilitate such communication, there shall be a 30 minute overlap between the ending time of the a.m. teacher and the starting time of the p.m. teacher.
- B. Both teachers will attend the August inservice days scheduled prior to the school year. Both teachers will also attend regularly scheduled inservices.
- C. One teacher will attend each child study meeting. Both teachers will attend all METs and IEPs.
- D. The schedule of Parent/Teacher Conferences will be determined by both teachers. However, it is the expectation of the District that both teachers would attend all Parent/Teacher Conferences.
- E. Both teachers will attend all staff meetings or be responsible for information discussed, at the principal's discretion.
- F. Both teachers will be in attendance for the Fall Open House. For all other functions that are attended by the rest of the building staff, teachers in shared teaching assignments will have the same obligations as defined in Article III, Section A of the Northville Education Association Master Agreement.
- G. Teachers are expected to attend District staff development for the entire length of the professional development activities. During the time they are not normally scheduled to teach, they will be reimbursed at the non-instructional rate.

Additionally, it is required that the following be completed:

- A letter to parents from both teachers and the principal explaining shared teaching with approval from the principal.
- Maintain a daily journal that both teachers would use. Record significant observations, daily problems, special concerns.
- Written communications home from both teachers on a regular basis.

- Maintain a written parent contact file. Note date, time, discussion, etc.
- Student time planner posted for student assignments, date due, etc.

**Compensation:**

Teaching salary will be pro-rated at 50%. The experience and educational step for the teacher will be the same he/she would be entitled to if employed on a full time basis. This step will determine the base salary from the salary fraction (50%) will be computed.

Sick and personal leave will be pro-rated at 50%.

Fringe benefits will be pro-rated at 50%.

**JOB-SHARING ASSIGNMENT AGREEMENT**

**Participant**

**Assignment**

**School**

\_\_\_\_\_

**Participant**

\_\_\_\_\_

**Assignment**

\_\_\_\_\_

**School**

This is a request to enter into a job sharing teaching assignment for the school year. I understand that this agreement is for one school year and that it may be extended with written mutual agreement of the teachers and the District.

This assignment is in accord with the attached written understanding. My benefits will be as stated in the attached agreement. My professional duties and responsibilities are as outlined in the Master Agreement between the Northville Education Association and the Northville Public Schools.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Teacher

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

\_\_\_\_\_  
Approved By

KDP:jt  
jbshre.elemagree  
Revised 8/28/02

**APPENDIX G-2**

**NORTHVILLE PUBLIC SCHOOL DISTRICT  
AGREEMENT**

**Concerning Middle School Shared Teaching Arrangements**

Definition: The following conditions shall be in effect during a school year when a shared teaching arrangement has been approved by the District.

- A. For the purpose of this Agreement, job sharing will mean the occupation of a single staff position by two (2) individuals with each assignment being half time. In order for a shared position to be approved, the two (2) individuals must send a letter to their building principal and the Director of Human Resources with a copy to the Association President.  
  
\*All proposed shared-time teaching assignments must be approved by the Superintendent, or his/her designee and submitted to the Board of Education for approval.
- B. Applications for job sharing will be filed by the teacher(s) with the District prior to March 1 of the school year preceding the effective date of job sharing. Teachers shall be informed of their job sharing prior to the close of school in June.
- C. The teacher partners will be tenure teachers in the Northville Public Schools.
- D. No teacher in the District will be involuntarily transferred in order to create job sharing positions.
- E. The shared teaching assignment will be for one school year and it may be extended with written mutual consent from all parties. Requests for consideration of continuation are to be submitted by March 1.
- F. When a job sharing position is terminated, the teacher(s) will be assigned to the same position which he/she left prior to the job sharing if available. If that position is not available, he/she will be assigned to a substantially equivalent position, according to his/her seniority.
- G. When a teacher is being considered for job sharing by the District, the teacher's certification area of competence, major and/or minor fields of study, quality of teacher performance and the number of potential job sharing requests in the program or building, continuity of instruction, and grade level requested shall be the criteria used. All factors being approximately equal, seniority will prevail.
- H. The teacher assigned to the morning session will attend team planning and department meetings scheduled for the a.m. The teacher assigned to the afternoon session will attend the p.m. team planning and department meetings.



**Duties:**

- A. Job sharing partners will be responsible to insure that regular communication takes place between them.
- B. Both teachers will attend the August inservice days scheduled prior to the school year. Both teachers will also attend regularly scheduled inservices/professional development.
- C. The schedule of Parent/Teacher Conferences will be determined by both teachers. However, it is the expectation of the District that both teachers would attend all Parent/Teacher Conferences.
- D. Both teachers will attend all staff meetings or be responsible for information discussed.
- E. Both teachers will be in attendance for the Fall Open House. For all other functions that are attended by the rest of the building staff, teachers in shared teaching assignments will have the same obligations as defined in Article III, Section A of the Northville Education Association Master Agreement.
- F. Teachers attending District staff development during the time they are not normally scheduled to teach will be reimbursed at the non-instructional rate.
- G. Both teachers will be present each day. When blocking occurs, a flexible block schedule on an alternating day will be used so both teachers will be present each school day.
- H. Shared time teachers shall not be assigned as department heads or team leaders.

Additionally, it is required that the following be completed:

- A letter to parents from both teachers and the principal explaining shared teaching.
- Maintain a daily journal that both teachers would use. Record significant observations, daily problems, special concerns.
- Written communications home from both teachers on a regular basis.
- Maintain a written parent contact file. Note date, time, discussion, etc.
- Student time planner posted for student assignments, date due, etc.

**Compensation:**

- Teaching salary will be pro-rated at 50%. The experience and educational step for the teacher will be the same 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 (50%) will be computed.
- Sick and personal leave will be pro-rated at 50%.
- Fringe benefits will be pro-rated at 50%.

**JOB-SHARING ASSIGNMENT AGREEMENT**

**Participant**

**Assignment**

**School**

\_\_\_\_\_  
**Participant**

\_\_\_\_\_  
**Assignment**

\_\_\_\_\_  
**School**

This is a request to enter into a job sharing teaching assignment for the school year. I understand that this agreement is for one school year and that it may be extended with written mutual agreement of the teachers and the District.

This assignment is in accord with the attached written understanding. My benefits will be as stated in the attached agreement. My professional duties and responsibilities are as outlined in the Master Agreement between the Northville Education Association and the Northville Public Schools.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Signature of Teacher

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

\_\_\_\_\_  
Approved By

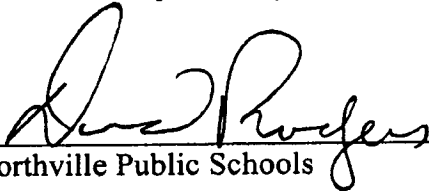
KDP:jt  
jbshre.elemagree  
Revised 8/28/02

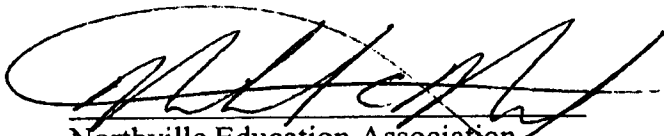
**LETTER OF UNDERSTANDING**  
between  
**NORTHVILLE EDUCATION ASSOCIATION**  
and  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

Date: 9-14-11

Date: 9/14/11


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

THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

Date: 9-14-11

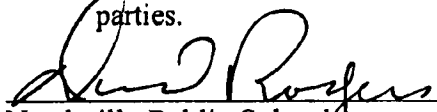
Date: 9/14/11

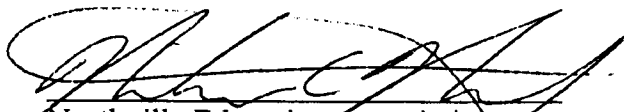
**LETTER OF UNDERSTANDING**  
**between**  
**NORTHVILLE EDUCATION ASSOCIATION**  
**and**  
**NORTHVILLE PUBLIC SCHOOL DISTRICT**

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be attached to that collective bargaining agreement.
  
2. The Northville Public Schools ("the School District") and the Northville Education Association, MEA/NEA ("the Association") recognize and agree that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, the provisions of the parties' collective bargaining agreement identified below are not enforceable as they apply to bargaining unit members who are subject to the Michigan Teacher Tenure Act, but these provisions continue in full force and effect for those bargaining unit members who are not subject to the Teacher Tenure Act. Should a court or administrative agency of competent jurisdiction issue a decision that all or part of PA 103 is unconstitutional or otherwise not legally effective, then those provisions set forth below that were not enforceable due to the portion of PA 103 affected by the decision of the court or administrative agency shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction. Those provisions are:

Article IX, Section H, last sentence  
Article XI, Sections A-2 and A-3  
Article XII, Sections A, B, D, E (last 2 sentences), and G  
Article XIII, Sections A, B, C, D, E, G (second paragraph) H-4, and I  
Appendix E.

3. In addition, the parties do not agree as to whether a number of additional provisions of the collective bargaining agreement are enforceable as a result of that section of PA 103 that makes the following a prohibited subject of bargaining: "Any decision made by the public school employer regarding the placement of teachers, or the impact of that decision on an individual employee or the bargaining unit." As a result, neither party is waiving its right to contend that such provisions either are or are not enforceable as a result of PA 103.
  
4. This document represents the parties' entire understanding as to the matters to which it relates, and no other such agreement is binding unless in writing and signed by the parties.

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

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

Date: 9-14-11

Date: Sept 14, 2011