

AGREEMENT**BETWEEN****the****NOVI COMMUNITY SCHOOL
DISTRICT****and****the****NOVI EDUCATION ASSOCIATION
MEA/NEA****1996-1999***Novi Community School District*

TABLE OF CONTENTS

++++++	Preface	1
++++++	Witnesseth	2
Article I	Recognition	3
Article II	Rights of the Board	4
Article III	Association and Teacher Rights	5
Article IV	Agency Shop	8
Article V	Grievance Procedure	10
Article VI	Advisory Committees	14
Article VII	Teacher Rights	15
Article VIII	Teacher Personnel File	17
Article IX	Teacher Protection and Student Discipline	19
Article X	Qualifications and Assignments	22
Article XI	Vacancies, Promotions and Transfers	27
Article XII	Reduction in Personnel	32
Article XIII	Teacher Evaluation	35
Article XIV	School Calendar	39
Article XV	Teaching Hours and Class Load	41
Article XVI	Continuity of Operations (<i>Inclement Weather</i>)	46
Article XVII	Absence Policies	47
Article XVIII	Sick Leave Bank	51
Article XIX	Leaves of Absence	52
Article XX	Department Chairpersons	60
Article XXI	Counseling	61
Article XXII	Special Needs Students; Resource Assistants	62
Article XXIII	Student Teaching Assignments	63
Article XXIV	Compensation	64
Article XXV	Insurance Protection	70
Article XXVI	Miscellaneous Provisions	74
Article XXVII	Negotiations Procedures	77
Article XXVIII	No Strike	78
Article XXIX	Duration of Agreement	79

Appendix A

School Calendars --

*****	1996-1997 School Calendar	81
*****	1996-1997 Calendar	82
*****	1997-1998 School Calendar	83
*****	1997-1998 Calendar	84
*****	1998-1999 School Calendar	85
*****	1998-1999 Calendar	86

Appendix B

Salary Schedules --

*****	1996-1997 Salary Schedule	87
*****	1997-1998 Salary Schedule	88
*****	1998-1999 Salary Schedule	89
*****	Extra-Curricular Activities and Percentages	90
*****	1996-1997 through 1998-1999 Extra-Curricular Salary Schedule	95

Appendix C

Grievance Form

97

+++++++	Letter(s) of Understanding	101
---------	----------------------------	-----

+++++++	Index	103
---------	-------	-----

PREFACE

This Agreement entered into the twentieth (20) day of June, 1996, by and between the Novi Community School District, hereinafter referred to as the *District*, the *Board*, or the *Employer*, and the Novi Education Association, a voluntary, incorporated association, hereinafter referred to as the *Association*, affiliated with the Michigan Education Association, hereinafter referred to as the *MEA* and the National Education Association, hereinafter referred to as the *NEA*.

The signatories shall be the only parties to this Agreement.

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

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

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

WITNESSETH

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

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

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

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

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

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel as well as School Psychologists and Social Workers who are employed by and/or are under contract to the Board as well as those who are on a Board approved leave of absence.

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

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

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

ARTICLE II

RIGHTS OF THE BOARD

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

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

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

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

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

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

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

- D. It is agreed that sexual harassment will not be condoned.

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

In the event a Teacher is determined to have engaged in sexual harassment, such behavior will be considered just cause for discipline, suspension or termination.

- E. As soon as possible, but within thirty (30) work days, following receipt of a written request, the Board shall make available to the Association, to the extent the material is readily available and/or is reasonably obtainable, information, statistics and/or records relevant to the collective bargaining process and/or the enforcement of the terms of this Agreement.
- F. The Association shall be provided a place on the agenda of staff meetings for brief reports and announcements.
- G. The Association shall have the right to appear on the Board of Education agenda to speak on any agenda item before action is taken; to receive three (3) copies of the agenda before each regularly scheduled meeting of the Board of Education and to receive three (3) copies of the minutes of said meeting.
- H. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property *at all reasonable times*, provided that this shall not interfere with or interrupt the normal school operations.
- I. Duly authorized representatives of the Association shall have the right to use school facilities and equipment including typewriters, computers, duplication equipment, calculating machines, telephones, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The user shall have knowledge of the operation of the machines/equipment.

The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- J. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement.
- K. When the request is received by the Superintendent, or his/her designee, by 9:00 a.m. of the Friday before its regularly scheduled meeting, the Board of Education shall honor the request of the Association to place any matter on its agenda, under *New Business*.
- L. The Board shall provide up to a total of thirty (30) days per year for the collective use of the Association members for Association business.

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

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

- M. The Association and the Board seek to educate young people in the democratic tradition, to foster a recognition of individual freedoms and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of values of individual personality.
1. It is recognized that these democratic values can best be transmitted in an atmosphere in which both the Association and the Board fully and meaningfully cooperate in the decision-making process fostering these values for both Teachers and students.
 2. It is recognized by both parties that a change in the educational process may mean progress and that it may be initiated from the *bottom up* or the *top down*. In either event, both parties agree that the individual Teacher, or a group of Teachers, affected by the proposed change should be involved in order for the proposed change to be successful.
 3. Both parties agree that for the Board to impose a particular style or technique of instruction upon a group of Teachers, or an individual Teacher, may negatively affect the educational process. However, the Board retains its right and responsibility to make the educational decisions it deems necessary.
 4. It is not the intent of this language to interfere with the Board's right to evaluate Teacher performance as outlined in *Article XIII*.

ARTICLE IV

AGENCY SHOP

- A. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain or terminate their membership in the Association or pay a service fee.
- B. The authorized deduction of dues or service fees shall be made from the regular biweekly paycheck(s) from September through June. All authorized sums deducted by the Board shall be promptly remitted to the Association and accompanied by an alphabetical list of Teachers for whom the deductions have been made.

Annually, the Association agrees to promptly advise the Board of all members of the Association in good standing. The Association agrees to furnish any other information needed by the Board to fulfill the provisions of this Article and otherwise unavailable to it.

- C. By the sixtieth (60) day following the beginning of the school year or the beginning of their employment, whichever is later, Teachers, as a condition of employment, shall become members of the Association or pay a service fee to the Association.

Teachers hired during the school year shall be required to pay, through direct payment or authorized deduction, a *pro-rata* amount of the dues or service fees. Such *pro-ratum* shall be based on a maximum of a ten (10) month school year. Within a month, it is the majority of days left that shall determine the amount of *pro-ratum*.

In the event that a Teacher shall not pay the service fees or dues to the Association or authorize payment through Payroll deduction, the Board shall terminate the employment of the Teacher.

- D. In the event a Teacher shall not pay the required amount as scheduled:
 - 1. The Association shall notify the Teacher of non-compliance. The notice shall detail the non-compliance, provide ten (10) days for compliance and advise the Teacher that a request for termination may be filed with the Board in the event that compliance is not effected.

2. If the Teacher fails to comply, the Association may file charges, in writing, with the Board and may request termination of the Teacher's employment. A copy of the notice of non-compliance and proof of its delivery (*Certified Mail, Return Receipt Requested*) shall be attached to the charges.
 3. Upon receipt of the charges and request for termination, the Board shall conduct a hearing. To the extent the Teacher is protected by the provisions of the Michigan Tenure Act, all proceedings shall be in compliance with the Act. In the event the Teacher complies with the provisions of this Article at any time before the termination of his/her employment, the charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate against any Teacher who has refused to pay the service fees.
 4. Any Teacher whose employment will be terminated because of his/her non-compliance with this Article, shall be continued in his/her current position until the end of the current school year. In case of an appeal by the Teacher, termination shall not occur until the appeal has resulted in a final decision by an agency or court of competent jurisdiction.
- E. In the event that any claim is made, or any action is brought, against the Board in a Court of Law and/or before any administrative agency or tribunal because of the Board's agreement to, or compliance with, this Article, the Association shall defend the claim or action, at its own expense and through its own legal counsel, provided that the Board shall:
1. promptly notify the Association of the claim or action, and
 2. fully cooperate with the Association and its counsel in securing and presenting evidence, obtaining witnesses and making relevant information available at the hearing or trial as well as at the appellate level.

Upon compliance with sub-sections 1 and 2, *above*, the Association further agrees that it will indemnify and hold harmless the Board, including each individual member of the Board of Education, from any and all liability for damages, expenses or costs imposed by, or resulting from, any determination, award or judgment of a Court of Law and/or an administrative agency or tribunal, as a consequence of the Board's agreeing to, or complying with, this Article.

- F. The Association will indemnify and save harmless the Board for all sums improperly authorized and remitted to the Association.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions -

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

B. Purpose -

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

C. Procedure -

1. Level One:

Within thirty (30) days of the occurrence of an alleged grievance, as defined above, or thirty (30) days of the date when the Grievant or Association had reasonable opportunity to be aware of the alleged grievance, the Grievant may discuss the grievance with the Principal or Immediate Supervisor. The Grievant may request Association representation.

2. Level Two:

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

The form shall be presented to the Principal or Immediate Supervisor by the Grievant.

The Grievant may request Association representation.

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

3. Level Three:

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

4. Level Four:

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

5. Level Five:

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

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

Neither the Board nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request

to see such evidence has been made by the other party and denied by the Board or the Association.

b. Powers of the Arbitrator --

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

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

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

D. Time Limits -

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

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

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

Time limits may be extended by written mutual agreement.

E. Rights to Representation -

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

F. Miscellaneous -

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

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

ARTICLE VI

ADVISORY COMMITTEES

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

ARTICLE VII

TEACHER RIGHTS

- A. Teachers are excepted to comply with rules, regulations, and directions adopted by the Board, or its representatives, which are not in violation of the provisions of this Agreement.
- B. Abuses of sick leave or other leaves, chronic tardiness or absence, deficiencies in professional performance or other violations of discipline by a Teacher may lead to disciplinary action by the Board. The Board shall notify the Teacher, in writing, of the alleged deficiency. The Board shall indicate, in writing, the expected remedy and indicate the length of time to accomplish it.

The Board recognizes the concept of progressive discipline.

- C. Teachers shall not be required to work in a facility deemed, by the appropriate authority, to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being.
- D. Teachers shall be entitled to the full rights of citizenship. No religious or political activities of a Teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of each Teacher as long as religious or political activities are not carried on in the school setting during the Teacher's hours of work.
- E. When a Teacher is being reprimanded, warned or disciplined, he/she has the right to have an Association Representative present.
- F. At any time during a conference with an administrator if a Teacher perceives he/she is being reprimanded or intimidated, he/she may adjourn the conference until an Association Representative is available to participate in the conference in an advisory capacity.
- G. No Teacher shall be subjected to administrative reprimand while in the presence of students, parents, non-supervisory District personnel or any Teacher(s). No administrator will discuss, indiscriminately with other personnel, any alleged deficiencies outside the presence of the Teacher(s).

- H. No Teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the Grievance Procedure (*see Article V*). All information concerning a disciplinary action will be made available to the Teacher and to the Association.
- I. Information from anonymous sources (*unknown to the Teacher*) shall not be used as the sole basis for disciplinary action. The Teacher shall be provided the opportunity to sign the material to indicate awareness but not necessarily agreement.
- J. The Board shall make authorized deductions, when requested in writing, from the salary of any Teacher and make appropriate remittance for annuities, credit union or any other plans or programs jointly approved by the Association and the Board.
- K. Nothing contained in this Agreement shall be construed to deny or restrict a Teacher's right he/she may have under the Michigan General School Laws or other applicable laws and regulations.
- L. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, gender, marital status or handicap.

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

Membership in the Association shall not be denied to any Teacher because of race, creed, color, national origin, age, gender, marital status or handicap.

ARTICLE VIII

TEACHER PERSONNEL FILES

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

- G. Teachers' personnel files shall be evaluated from time to time by the Administration.

When evidence of fraudulent information or material is discovered, or, evidence of a Teacher working contrary to law (*such as a Teacher working without proper certification*), the Board shall have the right to discipline the Teacher, up to and including discharge, as provided in this Agreement.

ARTICLE IX

TEACHER PROTECTION AND STUDENT DISCIPLINE

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

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

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

A Teacher may use reasonable force to protect the Teacher, pupils or others from immediate physical injury; to obtain possession of a weapon or other dangerous object within the control of the pupil; and/or to protect property from physical damage (*see MCLA 380.1312 [2]*).

- C. During the first week of the school year, the Board will provide each Teacher with a written statement regarding the use of corporal punishment.

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

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

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

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

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

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

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

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

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

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

No Teacher shall prescribe or recommend medication for students.

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

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

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

A change in a Teacher's evaluation (*grade*) of a student's educational progress in Grades 9 - 12 by an administrator can only be made if the following procedure is utilized:

1. The Teacher is informed in writing of a specific reason(s) for the change and he/she concurs in the evaluation (*grade*) change; or
 2. A majority of a review panel, consisting of three (3) Teachers selected by the Association; one (1) member of the Board of Education and the Superintendent, or his/her designee, approves the evaluation (*grade*) change. If the decision of the panel is adverse to the Teacher, he/she may appeal the decision to the Board of Education.
- L. Unless the Teacher concerned is promptly notified of a complaint made by the parent(s) of a student, no formal action shall be taken nor shall any information pertaining to the complaint be included in the Teacher's personnel file (*see Article VII*).

ARTICLE X

QUALIFICATIONS AND ASSIGNMENTS

- A. Pupils are entitled to be taught by Teachers who are working within their area of competence.

Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates, *i.e., the fields of art, life management skills, industrial arts, music or physical education*, unless they hold a major or minor in one (1) of those areas. *Temporarily* shall be defined as not to extend beyond the current school year.

- B. A Teacher shall be given written notice of his/her tentative schedule for the next school year by June 1.

In the event that a change in the tentative schedule is proposed, the affected Teacher shall be promptly notified and consulted. In no event, will a change in a Teacher's tentative schedule be made after August 15, unless an emergency or unanticipated event requires a change.

- C. Any additional assignments made to the normal teaching schedule during the regular school year, *i.e., Extra-Curricular assignments as listed in Appendix B-4, adult education courses, summer school courses and/or driver education classes*, shall only be assigned with the consent of the Teacher. These positions shall be posted as provided in Article XI, Section C.

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

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

- E. **Itinerant Teaching Assignments -**

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

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

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

F. *Special Teaching Assignments -*

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

G. *Shared-Time Teaching Assignments -*

1. Shared-time teaching shall be defined as two (2) Teachers sharing one (1) teaching assignment.
 - a. Before April 1 for the first semester of the school year and before November 1 for the second semester of the school year, any two (2) tenure Teachers currently employed by the District, desiring to enter into a shared-time teaching assignment, shall submit a written request and shared-time teaching proposal to the Principal who will forward it to the Superintendent, or his/her designee.
 - b. In unusual circumstances (*i.e., layoff or involuntary transfer*), the above time lines may be waived.
2. All proposed shared-time teaching assignments must be approved by the Superintendent, or his/her designee, before being submitted to the Board of Education for approval.
3. Examples of shared-time teaching assignments that may be approved by the Superintendent, or his/her designee, are:
 - a. Two (2) Teachers teaching the same assignment during a school year for a semester each.
 - b. Two (2) Teachers teaching a *pro-rata* share of one (1) Teacher's annual teaching assignment for no less than two (2) assigned classes per day. (*The Teacher's work day for those sharing one [1] Teacher's annual teaching assignment will be a pro-rata portion of the Teacher's work day in that building equal to the percentage of the assignment shared.*)

- c. Two (2) elementary (K-4) Teachers working either in the morning or in the afternoon.
 - d. Two (2) *Itinerant* Teachers working at least two (2) days per week.
4. Both parties agree that it requires unusual compatibility, cooperation and teaching skill to successfully share teaching responsibilities in Grades 1 - 4. Therefore, shared-time teaching assignments will not ordinarily be approved by the Superintendent, or his/her designee, for classroom Teachers in Grades 1 - 4.
5. Each Teacher sharing an assignment will receive a *pro-rata* portion of his/her salary as determined by the Salary Schedule (*Appendices B-1 through B-3*).
- a. Two (2) Teachers teaching the same assignment for a school year for one (1) semester each will receive fifty percent (50%) of their full salary.

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

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

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

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

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

7. The Board will pay a *pro-rata* portion of all premiums of fringe benefits (*see Article XXV*) made available to full-time Teachers equal to the percentage of their shared-time teaching assignment, *e.g., forty percent (40%) shared-time teaching assignment equals forty percent (40%) premiums paid for shared-time Teachers*. Shared-time Teachers desiring full fringe benefits will authorize payroll deductions for their share of the fringe benefit premiums.
8. Each Teacher participating in a shared-time teaching assignment will be granted a *pro-rata* year of seniority (*see Article XII*).
9. Each Teacher participating in a shared-time teaching assignment will be granted a full year of credit on the Salary Schedule (*Appendices B*).
10. Teachers participating in a shared-time teaching assignment must give notice of their intention to return to a full-time assignment by April 1.
11. Any request to return to a full-time teaching assignment by a shared-time Teacher must involve the following:
 - a. Both Teachers in a shared-time position must request full-time teaching assignments; or
 - b. One (1) Teacher may request a full-time assignment, if a replacement, acceptable to the Superintendent, or his/her designee, within the unit, can be found to fill the shared-time vacancy; or
 - c. One (1) Teacher may request a full-time assignment, if the Board agrees to hire a new Teacher to fill the shared-time vacancy; or
 - d. Any shared-time Teacher returning to full-time teaching, *see a through c, above*, shall be reinstated as provided in *Article XIX, Section E*.
 - e. Each shared-time Teacher will be responsible for attendance at functions noted in *Articles XV, Section E*.

12. In the event a laid-off Teacher is recalled to a shared-time position, he/she shall remain in the position unless he/she is eligible for recall to a vacant position, according to *Article XII, Sections F and G*.

The acceptance of a shared-time position shall not remove a laid-off Teacher from his/her position on the recall list.

H. Less than Full-Time Teaching Assignments -

A less than full-time Teacher shall be treated as a shared-time Teacher with regards to salary, benefits, seniority, work day, professional duties, and sick leave allowance days.

ARTICLE XI

VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies -

1. For purposes of this Agreement, a *vacancy* shall be defined as an existing position that is unfilled, a newly-established position or a position which is filled but which the Board has declared will be vacant in the near future.
2. During the life of this Agreement, whenever a vacancy occurs, any Teacher, currently employed or on an authorized leave of absence may make application to fill that vacancy provided that the Teacher is qualified and certificated in the area in which the vacancy occurs.
3. Vacancies shall be filled on the basis of the experience, competency, qualifications and length of service of the Teachers in the District. A Teacher with less service in the District, as defined in *Article XII, Section E*, shall not be awarded the position unless that Teacher's qualifications are substantially superior to the qualifications of the competing Teacher(s) with greater service.
4. All positions that become vacant from the last day of one (1) school year to May 15 of the next school year must be posted.

Positions that become vacant between May 15 and the last day of school may be posted.

5. Between May 15 and May 31, a Teacher returning from an authorized leave of absence and a Teacher who has been involuntarily transferred, will be offered the opportunity to choose an existing vacancy, *see sub-section 3, above*. After the Teacher has had an opportunity to select a vacancy, any voluntary transfer requests may be considered.
6. A Teacher returning from a Sabbatical, Child Care, Family Medical, or Military Leave (*see Article XIX*), who does not choose a vacancy, shall be reinstated to the same, or an equivalent, teaching position for which he/she is qualified and certified. A Teacher returning from all other leaves of absence (*see Article XIX*) who does not choose a vacancy, shall be reinstated to the same or an equivalent teaching position for which he/she is qualified and certified, provided a position is available.

B. Promotions -

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

C. Postings -

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

The Board shall not be required to post a vacancy if it decides to fill the vacancy by the recall of a laid-off Teacher.

A vacancy shall be open for ten (10) work days before the position is filled.

The Association will be notified, in writing, of all vacancies.

2. The Board shall notify Teachers and the Association of vacancies occurring during the summer months (*June, July, August*).

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

The Association shall be notified by Federal mail.

3. The Board will notify all Oakland County school districts of available bargaining unit vacancies. After all internal transfers and recall procedures have been exhausted, the Board will consider the appli-

cations of laid-off certified teachers from other Oakland County school districts when filling vacancies.

D. Transfers -

1. Reduction:

When the decision has been made as to the grades (K-8) and/or subjects (9-12) to be reduced, Teachers shall be transferred on the basis of seniority as defined in *Article XII, Section E*; transfers will be in inverse order.

2. Voluntary:

- a. Because the frequent transfer of Teachers from one (1) school building to another school building disrupts the educational process and interferes with optimum Teacher performance, the parties agree that *voluntary* transfers of Teachers are to be minimized.
- b. No building-to-building voluntary transfer shall be allowed if a Teacher, who teaches less than full-time, has notified the Board (*see Article X, Sections G and H*) of his/her desire to assume full-time teaching during the following school year. If the return to a full-time teaching assignment by a less than full-time Teacher would necessitate laying off a tenure Teacher, then the request to return to a full-time assignment shall be denied.

3. Involuntary:

- a. An *involuntary* transfer is defined as the transfer of a Teacher from one (1) school building to another school building without the approval, or over the expressed objection, of the Teacher.
- b. If the Board determines that an involuntary transfer is necessary, the affected Teacher shall be notified in writing. Upon the request of the Teacher, a meeting will be held with the Teacher, the Association, and the Superintendent, or his/her designee, at which time the Teacher shall be informed of the reason(s) for the transfer.
- c. The Teacher, who has been involuntarily transferred, will have the following option(s), provided he/she is qualified and certified for the position:

- (1) accept the position to which he/she is being involuntarily transferred; or
 - (2) elect a vacancy according to *Section A, 5, above*; or
 - (3) select a particular tentative assignment according to *Article X, Section B*, in any building, provided a Teacher in that building has less seniority than the transferring Teacher and that the transferring Teacher is qualified and certified to assume the position.
- d. An informational meeting with all involuntarily-transferred Teachers, the Superintendent, or his/her designee, and the Association will take place between May 15 and the end of school.
- (1) Five (5) days before the involuntary-transfer meeting, the Board will provide the Association with a list showing the name(s) of the involuntarily-transferred Teacher(s), his/her building(s), and his/her tentative assignment(s).
 - (2) A list of all known vacancies shall be provided, before the involuntary-transfer meeting, to all involuntarily-transferred Teachers and the Association.
 - (3) Involuntarily-transferred Teachers will be given the opportunity to select vacancies from the list of all known vacancies, provided that the Teacher is certified and qualified for the vacancy.
 - (4) Involuntarily-transferred Teachers will have up to forty-eight (48) hours from the involuntary-transfer meeting date to make a decision on vacancy selection or exercise the provision in *e, below*.
- e. Involuntarily-transferred Teachers who do not select a vacancy, will have up to forty-eight (48) hours from the involuntary transfer meeting date to select a position, according to *c, above*.
- f. If two (2) or more Teachers request the same vacancy or position, it will be awarded to the Teacher with the highest seniority (*see Article XII*) who is qualified and certified.
- g. Any involuntarily-transferred Teacher, who, as a result of another Teacher selecting his/her position, shall have up to

forty-eight (48) hours to select another position, according *c, above.*

- h. If a Teacher is involuntarily transferred, according to *sub-section 1, above*, and a position in the building from which he/she was transferred is subsequently vacant before the official Fall student count day of the following school year, he/she will be returned, if he/she chooses, provided that he/she is certified and qualified for the vacancy.
- i. A Teacher, who is involuntarily transferred in the middle of the school year, must accept the position for the remainder of the school year. In the Spring, he/she will proceed with the involuntary transfer process as outlined in *sub-section 3, above.*

4. Other:

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

ARTICLE XII

REDUCTION IN PERSONNEL

- A. In cases requiring a reduction of the Teacher work force, the Board will decide in which areas and subjects the reductions shall be made.
- B. Before official action on a reduction of Teachers is taken by the Board, the Superintendent, or his/her designee, will give notice to, and consult with, the Association regarding the contemplated recommendations regarding reductions and afford the Association an opportunity to discuss it with the Superintendent, or his/her designee.

The Board shall maintain and make available to the Association, upon written request, a seniority list, listing the Teacher's seniority number, name and certification.

The Board shall provide the Association and make available in each building by April 1, a copy of the seniority list.

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

- C. No Teacher shall be laid off due to a necessary reduction in personnel for any school year or portion thereof, unless the Teacher has been notified at least fifty (50) calendar days prior to the day of layoff.
- D. Once the decision has been made as to the areas and subjects to be reduced the actual Teachers shall be effected in the order as follows:
 - 1. First-year probationary Teachers shall be laid off in the following order:
 - a. certification and qualification
 - b. seniority
 - 2. Second-year probationary Teachers shall be laid off by using the following order:
 - a. certification and qualification

b. seniority

3. Third-year probationary Teachers shall be laid off as provided above (*see sub-section 1*).
4. Fourth-year probationary Teachers shall be laid off as provided above (*see sub-section 1*).
5. Tenure Teachers shall be laid off as provided above (*see sub-section 1*).

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

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

1. The Teacher with the greatest number of years as a Teacher shall be retained.
2. If equality prevails in *sub-section 1, above*, the Teacher with the highest degree (*Ph.D., Specialist, M.A., B.A., or B.S.*) shall be retained.
3. If equality prevails in any of the categories listed in *sub-section 2, above*, the Teacher possessing the greatest number of hours beyond his/her degree shall be retained.
4. If equality prevails in *sub-section 3, above*, the Teacher possessing the lowest number of the last four (4) digits of his/her social security number shall be retained.

F. Recall shall be based upon seniority, provided that the recalled employee is certified and qualified for the vacancy to which he/she is recalled.

G. Each Teacher, being recalled, may be notified by phone. If the Teacher cannot be contacted by phone, notification shall be sent, *certified mail, return receipt requested*, to the last known address.

The Teacher being recalled shall have ten (10) days from the date of delivery of the recall notice to notify the Board of his/her intention to return.

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

The Board shall notify the Association of all recalls.

H. Administrator Association Seniority -

1. A Teacher who becomes an administrator, and later returns to the unit, shall be given seniority credit for purposes of transfer and other seniority related benefits from the date of most recent entry into the bargaining unit.

Administrators who have no teaching experience within the Novi Community School District shall have no seniority credit.

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

2. Administrators employed prior to September 1, 1982, and who later returns to a Teacher status, shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to a supervisory or executive status.

- I. For the duration of this Agreement, the Board shall not enter into any performance contract or sub-contract services which will result in reduction of present positions.

ARTICLE XIII

TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of newly-employed, as well as experienced, personnel. The primary purpose of an evaluation procedure is to provide an atmosphere of continuing professional growth without harassment.

The Board and Association realize that goals are important and are more productive when both the Teacher and Administrator cooperatively establish and strive to accomplish them.

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

A. The performance of all Teachers shall be evaluated in writing.

1. Forms:

- a. The Board shall determine the actual observation and evaluation forms to be used, the items to be judged and the evaluative differentiations (*or criteria, or standards*) to be identified for each item. The items, however, shall be relevant to a fair and justifiable determination of professional competence and reflect real and meaningful professional requirements.
- b. At a minimum, the forms shall indicate the conditions under which the observation and evaluation took place (*i.e., dates, times, grade level and subjects observed*) as well as the time elapsed between the observation and the evaluation.
- c. All classroom Teachers (*i.e., elementary, middle school and high school*) shall be evaluated by the same criteria and with the same forms.
- d. There shall be a space entitled *Teacher Remarks* included on all forms where the Teacher may respond to any part, or all, of the evaluation and/or observation.

- e. Each Teacher shall be provided a sample copy of all observation and evaluation forms during the first week of the school year or the first week of employment.

2. Conditions of Observation and Evaluation:

- a. Probationary Teachers shall be evaluated as provided by the Tenure Act. The time and length of evaluations are to be established by the Principal(s) and as provided by the Tenure Act. Tenure Teachers may be evaluated at least once every year or as provided by the Tenure Act.
- b. Only administrators shall evaluate Teachers.
- c. The administrator who makes the observation must also prepare the evaluation.
- d. Each observation shall be made in person for a reasonable amount of time (*twenty [20] to thirty [30] minutes is suggested*). The formal observation, for the purpose of writing an evaluation, shall not take place during the first or last week of the school year, nor the day before or following a vacation or break/recess period.
- e. Teachers shall not be required without just cause, to alter, modify or cancel previously determined plans to conform to the administrator's evaluative convenience.
- f. After each observation, the administrator(s) shall consult with the Teacher, as soon as possible (*preferably within twenty-four [24] hours*) but not to exceed five (5) school days, to discuss the results of the evaluation.
- g. The Teacher shall receive the original copy of the observation and evaluation form signed by the evaluator and the Teacher. The Teacher shall also sign the file copies.
- h. If the Teacher feels that an evaluation has been unjust, he/she has the right to note it on the form.

The time limit for the Teacher's response to the administrator's evaluation shall be five (5) school days
- i. Any Teacher, tenured or non-tenured, may request and be granted the opportunity for additional evaluative observation (s). The results of the observation(s) shall become a part of his/her personnel file (*see Article VIII*).

In cases where a Teacher disagrees with the outcome of an observation or evaluation, he/she shall be granted additional observations and evaluations by another administrator upon request. It is understood that there shall be no communication of any kind between evaluators relative to the Teacher or his/her performance, nor shall the newly-selected evaluator consult the Teacher's file for substantive material until after the entire observation and evaluation process is completed.

- j. Whenever a Teacher receives a composite *Not Acceptable* rating (*Not Acceptable, or the equivalent*), shall be construed to mean any indication of failure to meet professional requirements) in any criteria group, or sub-group, the evaluator shall substantiate his/her position by a written statement on the evaluation form in the area designated for this purpose.

Any *Not Acceptable* item on the evaluation form must be accompanied by an Individual Development Plan (*IDP*) according to the Tenure Act.

Whenever a Teacher receives a *Not Acceptable* rating, the Association shall be notified.

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

B. Teaching Coach -

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

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

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

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

It shall be the duty of the Teaching Coach to:

- a. Assist and counsel the probationary Teacher;
 - b. Consult with the probationary Teacher regarding evidence of professional growth as it effects the other members of the building staff;
 - c. Assist the probationary Teacher to adjust to building procedures and/or the professional climate of the building, particularly in situations where adjustment or failure is of concern to other members of the building staff; and,
 - d. Consult with the probationary Teacher with regard to professional relationships with fellow Teachers.
- C. A written recommendation shall be furnished to the Superintendent for each probationary Teacher by the Principal no later than ninety (90) days before the end of each probationary year. The recommendation shall be based on the administrator's evaluation(s), conference(s), and observation(s). A copy of the recommendation shall be furnished to the probationary Teacher. If the recommendation contains any information not previously made known to and discussed with the probationary Teacher. The probationary Teacher shall have an opportunity to submit additional written comments to the Superintendent.

During the first year of employment, the Teacher's evaluation(s) shall be completed no later than:

November 15

January 15

March 15

After the first year of employment, the probationary Teacher's evaluation(s) shall be completed no later than:

November 15

March 15

- D. The tenured Teacher's evaluation shall be completed no later than:

March 15

ARTICLE XIV

SCHOOL CALENDAR

- A. The School Calendar is listed in *Appendices A-1 through A-3*. There shall be no deviation from, and/or change in, the School Calendar, except by mutual agreement of the parties, or to meet the applicable State law and/or regulations regarding pupil instructional requirement(s) or, if necessary, to receive full State Aid.

In the event that the Board cannot provide pupil instruction as provided in applicable State law and/or regulations, lost instructional days shall be added to the School Calendar (*Appendices A-1 through A-3*). Teachers will receive their regular pay for days which are canceled. However, Teachers shall work on any rescheduled days without additional compensation.

- B. Teachers shall receive a building calendar of scheduled events on a monthly basis.
- C. The Board may initiate, on its own or at the request of the Association, after-school courses, workshops, conferences and programs designed to improve the quality of instruction. All Teachers wishing to participate in any of the above may do so. In the event Teachers are required to attend the activities, provisions shall be made for their release from their regular teaching duties.
- D. The Board shall schedule both elementary and secondary Parent-Teacher Conferences as follows:
1. Due to the number of Kindergarten students, Parent-Teacher Conferences shall be double that of a elementary (*Grades 1-4*) classroom Teacher. The Kindergarten conferences shall be scheduled after consultation with the Teachers involved.
 2. Elementary conferences shall be scheduled on three (3) half ($1/2$) days, or the equivalent, between October 1 and November 15, and three (3) half ($1/2$) days, or the equivalent, during the month of March. The elementary conferences shall be scheduled after consultation with the Teacher(s) involved.
 3. Secondary conferences shall be scheduled on two (2) half ($1/2$) days, or their equivalent, between October 1 and November 15, and two

(2) half (1/2) days, or their equivalent, between January 15 and March 31. The secondary conferences shall be scheduled after consultation with the Teacher(s) involved.

4. If Parent-Teacher Conferences are scheduled beyond the normal working day, the Board shall schedule an equivalent amount of time off, after consultation with the Teacher(s) involved.

ARTICLE XV

TEACHING HOURS AND CLASS LOAD

- A. Teachers shall be on duty fifteen (15) minutes prior to the start of and fifteen (15) minutes after the end of the academic day; however, on Fridays; or on days preceding holidays, break/recess periods, faculty and Association meetings; or to attend classes at a university, the Teacher's day shall end at the close of the academic day.
 - 1. The Board and the Association agree that Teachers have professional duties to attend to before and after the academic day. In view of this, efforts shall be made to minimize all non-essential, non-teaching duties which might occur before or after the academic day.
 - 2. Teachers will perform such bus supervision duty as required by the Principal, which may include Fridays or days preceding a holiday(s) or break/recess period(s).
- B. During the work day, a Teacher who is involved in negotiations, the Grievance process and/or arbitration hearings, shall be released without loss of compensation.
- C. The normal teaching load at Novi Meadows, the Middle School, and the High School will be:
 - Five (5) teaching periods, one (1) unassigned preparation period per day, based on a six (6) period day; or
 - Six (6) teaching periods, one (1) unassigned preparation period per day, based on a seven (7) period day; oras otherwise provided.
 - 1. The High School academic day shall be 7:20 a.m. - 1:50 p.m., insofar as is reasonably possible, with a thirty (30) minute duty-free, uninterrupted lunch period.
 - 2. The Middle School academic day shall be 7:50 a.m. - 2:20 p.m., insofar as is reasonably possible, with a thirty (30) minute duty-free, uninterrupted lunch period.

3. The academic day at Novi Meadows shall be 9:15 a.m. - 3:45 p.m., insofar as is reasonably possible, with a thirty (30) minute duty-free, uninterrupted lunch period.
4. Preparation periods shall be used for pupil-Teacher conferences, parent-Teacher conferences, class preparation and evaluation or any other professional duty deemed appropriate by the Administration.

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

5. The length of the school day can be extended by the Board in the event the District is failing to satisfy the minimum number of hours of instruction required by State law and/or regulation.
6. There shall be no change in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.
7. No High School Teacher may be assigned to more than five (5) classes, without prior notice to the Association and the Teacher.
8. No Teacher at Novi Meadows and/or the Middle School may be assigned to more than six (6) classes, without prior notice to the Association and the Teacher.

D. The normal teaching load in the elementary schools will not exceed five and one-half (5 1/2) hours of pupil contact, including two (2) fifteen (15) minute recess periods (*non-adjacent to the lunch period*), and one (1) unassigned preparation period per day.

1. The elementary school academic day shall either be 8:15 a.m. - 2:45 p.m. or 8:45 a.m. - 3:15 p.m., insofar as is reasonably possible, with a forty (40) minute duty-free, uninterrupted lunch period.
2. Preparation periods shall be used for pupil-Teacher conferences, parent-Teacher conferences, class preparation and evaluation or any other professional duty deemed appropriate by the Administration.

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

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

4. There shall be no changes in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.
5. Elementary Teachers may use for preparation all time during which their classes are receiving instruction from various teaching *specialists*.

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

6. The Board will make every effort, consistent with available funds and facilities to provide in a normal work week, or *pro-rata* thereof, 225 minutes of preparation time to elementary classroom and *special* Teachers.

However, in no event shall the Board provide less than a minimum of a forty (40) minute block per day, or 200 minutes of preparation time in a normal week, or *pro-rata* thereof, to elementary classroom and *special* Teachers.

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

1. daily preparation;
2. attendance at staff meetings;
3. attendance at open houses;
4. participation in Parent-Teacher Conferences; and
5. Teachers will be encouraged to attend:
 - a. PTO, Mother's Club, or other parent group meetings.
 - b. public performances of children in plays, concerts, athletic activities, or other Extra-Curricular activities.
 - c. Board of Education meetings.

- F. Teachers, whose time is split between two (2) schools by nature of their assignment, shall be assigned to one (1) building for purposes of attendance at building staff meetings, except upon special request from the second building administrator.

G. If a Teacher is scheduled to teach more than the normal teaching load (*see Section C, above*), he/she shall receive additional compensation at his/her hourly rate (*see Article XXIV, Section O*) for each teaching period beyond the normal teaching load.

H. All Teachers shall be entitled to a duty-free uninterrupted lunch period (*see Sections C and D, above*).

Elementary Teachers shall be entitled to at least a forty (40) minute duty-free lunch period, unless the Association and Board agree otherwise.

I. The parties agree that an attempt will be made to meet the following pupil-Teacher ratio:

Grades K - 2	Maximum of 25
Grades 3 - 4	Maximum of 27
Grades 5 - 6	Maximum of 27
Grades 7 - 8	Maximum of 28
Grades 9 - 12	Maximum of 28
Industrial Technology	Maximum of 25
Keyboarding	Maximum of 30
Nutrition Science	Maximum of 24
Physical Education	Maximum of 36
Science (<i>Lab</i>)	Maximum of 25

After the official Fall student count day, when a Grade K - 2 class exceeds the maximum by one (1) and/or a Grade 3 - 12 class exceeds the maximum by two (2), the Teacher will notify the Principal who will make whatever adjustment(s) is possible. If the Association is not satisfied with the adjustment(s), it may appeal the matter to the Superintendent, or his/her designee. The representative(s) of the Association and the Superintendent and/or his/her designee(s) will meet to select one (1) of the following alternatives to resolve the matter:

1. assigning a Teacher to work with the group on a part-time basis;
2. assigning a Paraprofessional to assist the Teacher;
3. additional compensation for the Teacher; or

4. other solutions as may be mutually acceptable to the Association and to the Board.

If the parties agree on a mutually acceptable solution, it must be implemented within ten (10) work days.

If the parties cannot agree on a mutually acceptable solution, either party may present an alternative solution to the Board of Education at its next regularly scheduled meeting.

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

ARTICLE XVI

CONTINUITY OF OPERATIONS

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

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

- B. At the beginning of the school year, the Superintendent, or his/her designee, will establish a communication system for notifying Teachers when the school buildings are closed due to severe inclement weather conditions or an *Act of God*.
- C. If severe inclement weather conditions or an *Act of God* occurs during the school day and a building or the entire District is to be closed, Teachers will be released as soon as possible but not later than fifteen (15) minutes after the release of the students.

ARTICLE XVII

ABSENCE POLICIES

A. Sick Leave Allowance -

1. At the beginning of each school year, the Teacher shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by the following:
 - a. personal illness;
 - b. temporary physical disability of the Teacher;
 - c. death in the immediate family; or,
 - d. temporary physical disability of immediate family member,

With a maximum of 185 days accumulation.

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

2. *Immediate family* of the Teacher shall be interpreted as spouse, parents, child(ren), siblings, and grandparents of both the Teacher and the Teacher's spouse.
3. There shall be a limitation of five (5) days for illness in the immediate family for any occurrence with no limitation as to the number of occurrences.

In extenuating circumstances, additional days may be granted.

4. There shall be a limitation of five (5) days for any death in the immediate family.

In extenuating circumstances, additional days may be granted.

B. Personal Business -

Every school year the Teacher may use up to four (4) days of his/her sick leave allowance for the Teacher's personal business.

Personal business absences shall be granted for personal or private business, including the observance of religious holidays, as well as the marriage of a Teacher and/or his/her children, provided the absence is necessary; is for a reason beyond the control of the individual requesting it; and is sought for a legitimate activity that can be accomplished only during school hours. Teachers planning to use a personal leave day(s), shall notify their Principal at least one (1) day in advance, except in cases of emergency.

Personal business absences will not be granted ordinarily in the first or last week of the school year or within one (1) day before or after a break/recess period.

C. Professional Business -

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

1. One (1) day per year, upon written request, with full pay, for the purposes of visiting other approved classrooms either in or outside the District.
2. Upon written request, and with full pay, release time to attend educational workshops, and any other approved activities as are conducive to professional growth.

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

D. Worker's Compensation -

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

E. Legal Proceedings -

1. Jury Duty:

A Teacher who is called for jury duty during the normal work day shall be compensated for the difference between his/her daily

teaching rate and the pay received for the performance of this civic obligation.

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

2. Employment Related

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

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

- F. Notification of an absence shall be made in a manner determined by the Administration.
- G. When a Teacher returns to work following an absence, the Teacher shall complete and sign an *Employee Absence* form.
- H. The Board may require proof of illness by the statement of a doctor if the illness exceeds two (2) consecutive days.

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

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

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

- J. Any Teacher, who had previously arranged an absence for personal business or as a called-in sick day, shall not be charged for the day if school has been canceled.

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

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

L. **Attendance Incentive -**

1. Teachers who have perfect attendance during the school year shall receive an Attendance Incentive payment in their final paycheck in June.
2. The Attendance Incentive payment shall be two hundred fifty dollars (\$250) for perfect attendance; two hundred dollars (\$200) for not more than two (2) absences; and one hundred fifty dollars (\$150) for not more than three (3) absences.

There shall be no Attendance Incentive payment if the number of absences exceed three (3) per school year.

3. For the purpose of calculating the Attendance Incentive payment, only absences due to personal illness; family illness; personal business, excluding the observance of religious holidays; and absence without pay time will be used. Additionally, all partial absences are cumulative for the purpose of calculation.

ARTICLE XVIII

SICK LEAVE BANK

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

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

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

ARTICLE XIX

LEAVES OF ABSENCE

- A. A Teacher may, on written request, be granted a leave of absence by the Board of Education.

B. **Leaves of Absence with Pay -**

Sabbatical Leave:

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

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

During the Sabbatical Leave, the Teacher shall be considered to be in the employ of the Board and shall be paid fifty percent (50%) of his/her annual salary (*Appendices B-1 through B-3*) and all other benefits that are made available to all other Teachers.

Payment of salary to a Teacher on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to other Teachers.

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

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

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

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

3. Purpose of Sabbatical Leave:

- a. Sabbatical Leave is given to Teachers to permit them to improve their ability to render educational service. The improvement is usually achieved by formal study, research and travel.
- b The following information shall be presented in the application:

(1) For Formal Study -

A program of study, at an accredited college or university, should be briefly outlined.

(2) For Research -

A program of research under, the guidance of competent research personnel, should be briefly outlined.

(3) For Travel -

A plan, including the proposed itinerary, shall be submitted.

(4) For Other Reasons -

A plan shall be submitted stating the professional objectives which are sought.

- 4.. Before beginning the Sabbatical Leave, the Teacher shall enter into a contract to return to active service in the District for a period of at least one (1) year after the expiration of the leave.
- 5. A Teacher, who does not fulfill his/her agreement as outlined above, shall repay to the Board, within two (2) years, the amount received by him/her during the Sabbatical Leave. This rule does not apply in cases where the person becomes incapacitated or in cases where the rule is waived by the Board.
- 6. A Teacher, upon returning from a Sabbatical Leave, shall be restored to his/her former position, or to a position of like nature and status, and shall be placed at the same position on the Salary Schedule (*Appendices B-1 through B-3*) as if he/she had taught in the District during the period of the Sabbatical Leave.

C. Leaves of Absence Without Pay -

1. Leaves Without Employment Restrictions:

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

a. *Illness/Health/Medical Leave—*

- (1) Health Leaves, when recommended by a physician, shall be granted for a period of one (1) year. At the end of such leave, the Teacher must either return or request an extension as set forth in *Section D, below*.

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

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

- (2) Long-Term Disability Leaves, approved by the insurance carrier, shall be granted to any Teacher disabled beyond 120 calendar days or as provided under the Tenure Act.

The leave shall be for the balance of the disability or as provided under the Tenure Act.

The Board will continue health insurance benefits for twelve (12) months after the date the disability occurred.

b. *Child Care Leave of Absence—*

- (1) A Child Care Leave, without pay or fringe benefits,

will be granted to a Teacher for a period of up to one (1) year.

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

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

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

If a Teacher wishes to return to work before the expiration of the leave, he/she shall notify the Superintendent, or his/her designee, by April 1.

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

The request must be made by April 1 of the year the leave expires.

- (4) Upon request to return to work, the Teacher will be reinstated in the same or equivalent teaching position for which he/she is qualified.
- (5) Upon return from a Child Care Leave without pay, the Teacher shall be placed on the Salary Schedule step (*Appendices B-1 through B-3*) and retain the seniority status for which he/she was eligible when he/she left for the leave.

- (6) A Teacher who suffers a still-birth, miscarriage, or the death of any child for whom he/she received a Child Care Leave, may be returned to service after appropriate medical certification, if necessary, by his/her attending physician and/or the District physician.

c. *Family Medical Leave--*

A leave of absence of up to twelve (12) weeks, during any twelve (12) month period, shall be granted to any eligible Teacher, in accordance with the conditions and requirements of the *Family and Medical Leave Act (FMLA)* of 1993.

d. *Military Leave--*

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

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

2. **Leaves With Employment Restrictions:**

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

a. *Personal Leave--*

As covered under the Family Medical Leave Act or the *Voluntary Lay Off Leave of Absence* provision (see g, below).

b. *Exchange Teaching Leave--*

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

c. *Military Teaching Leave--*

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

d. *Teacher/Peace Corps Leave--*

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

e. *Public Office Leave--*

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

f. *Association Office Leave--*

Serving as an officer or staff member of the Association Michigan Education Association or the National Education Association for up to two (2) years.

g. *Voluntary Layoff Leave--*

A Voluntary Layoff Leave without pay, seniority (*see Article XII*) or fringe benefits (*see Article XXV*) may be granted, with the recommendation of the Superintendent, or his/her designee, by the Board of Education to eligible Teachers for a period of up to one (1) year.

An *eligible* Teacher is any Teacher not currently on layoff and whose position may be filled by someone on the layoff list who is qualified and certified to fill that position.

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

- (1) A Voluntary Layoff Leave, if granted, may commence at the beginning of the school year and must terminate at the end of that school year. In the event circumstances requiring the layoff change and it is necessary to *recall* (*see Article XII*) the Teacher on a Voluntary Layoff Leave, he/she shall either return to his/her former position, or request to be placed on *Personal Leave of Absence* (*see a, above*). His/Her return shall be determined by the provisions of that leave (*see Section E, below*).
- (2) If the Teacher on a Voluntary Layoff Leave does not return to his/her former position, or requests to be placed on a *Personal Leave of Absence* (*see a, above*), the Board shall interpret this as a resignation.

- (3) A Voluntary Layoff Leave will be granted for only one (1) school year. The Teacher that replaces the Teacher on a Voluntary Layoff Leave shall remain in that Teacher's assignment for the duration of the leave.
- (4) At the expiration of the one (1) school year, the Teacher on a Voluntary Layoff Leave shall return, resign or request some other leave status by April 1, preceding the expiration of the leave.

Teachers returning from a Voluntary Layoff Leave shall be reinstated in the same position, placed on the Salary Schedule step (*Appendices B-1 through B-3*) and retain the seniority status (*see Article XII*) for which he/she was eligible when he/she left for the leave.

- (5) If, upon returning from a Voluntary Layoff Leave, and if the circumstances which necessitated the layoff (*see Article XII*) are still prevalent and the Teacher is still eligible for a Voluntary Layoff Leave, the he/she may request another Voluntary Layoff Leave as provided in this Article.

h. Other Leave--

Other than those enumerated in *Section C* of this Article.

D. Extension Of Leave Of Absence Without Pay -

A leave of absence without pay may be extended for a maximum of one (1) additional year beyond the original request.

E. Return From Leave Of Absence Without Pay -

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

1. Upon return from a leave of absence without pay, the Teacher shall be placed on the Salary Schedule step (*Appendices B-1 through B-3*) and retain the seniority status (*see Article XII*) for which he/she was eligible when he/she left for the leave.

2. Teachers returning from a leave of absence without pay shall be reinstated in the same or equivalent teaching position for which they are qualified, providing a position is available.

- F. While on an unpaid leave of absence, a Teacher shall not enter into a contract for similar employment.

ARTICLE XX

DEPARTMENT CHAIRPERSONS

- A. The function of the Department Chairperson will include the coordination of programs and materials and serving as instructional liaison between the Teachers and the Administration.

The Chairperson shall be paid the rate as determined by *Appendix B-4*.

- B. The Association may present its recommendation(s) to the Superintendent, or his/her designee, regarding the number and the composition of the departments in the High School.

ARTICLE XXI

COUNSELING

- A. The Board agrees to make every effort consistent with available funds and facilities, to provide adequate counseling services for Grades 9 - 12.

The Board will utilize the policies and criteria of the North Central Association of Colleges and Secondary Schools (NCA) as a reference in helping to determine the counselor-pupil ratio.

- B. In the event the Board extends a Counselor's contract year, the additional time shall be *pro-rated* on the annual contract Salary Schedule (*Appendices B-1 through B-3*).
- C. Before a reduction of counseling staff occurs in any building, the Superintendent, or his/her designee, will notify, and discuss with, the Association the contemplated reductions.

ARTICLE XXII

SPECIAL NEEDS STUDENTS; RESOURCE ASSISTANTS

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

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

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

ARTICLE XXIII

STUDENT TEACHING ASSIGNMENTS

- A. Only a tenured Teacher may voluntarily accept the assignment of a student teacher. The Teacher will be referred to as the *Supervisory Teacher*.
- B. A *Supervisory Teacher* shall work directly with the university student-teacher program coordinator and assist in developing opportunities for the student teacher to observe and practice the arts and skills of the teaching profession.
- C. The funds paid to the Board by the university will be paid to the *Supervisory Teacher*.

ARTICLE XXIV

COMPENSATION

- A. The Salary Schedule (*Appendices B-1 through B-3*) will be based upon the regular School Calendar (*see Appendices A-1 through A-3*) and the normal teaching assignment as defined in *Article XV*.
- B. The basic salaries of the Teachers covered by this Agreement are set forth in *Appendices B-1 through B-3*, which are attached to and incorporated in this Agreement.

1. For the 1996-1997 contract year, the 1995-1996 Salary Schedule (*1995-1996 Appendix B-3*) shall be increased by one percent (1.0%).

Further, all Teachers will receive an additional one percent (1.0%) of their 1995-1996 *Appendix B-3 (Salary Schedule)* step, as a one-time-only payment to be included in the first paycheck in March, 1997. This amount will not be incorporated into the 1996-1997, 1997-1998 or the 1998-1999 Salary Schedules (*Appendices B-1 through B-3*). However, should the District receive a reduction in its anticipated per pupil Foundation Grant, as the result of a Governor's Executive Order and/or legislative action, the one percent (1.0%) off-Schedule salary amount may be reduced as provided in the attached *Letter of Agreement*.

2. For the 1997-1998 contract year, the 1996-1997 Salary Schedule (*Appendix B-1*) shall be increased by one percent (1.0%).

Further, all Teachers will receive an additional one percent (1.0%) of their 1996-1997 *Appendix B-1 (Salary Schedule)* step, as a one-time-only payment to be included in the first paycheck in March, 1998. This amount will not be incorporated into the 1997-1998 or the 1998-1999 Salary Schedules (*Appendices B-2 through B-3*). However, should the District receive a reduction in its anticipated per pupil Foundation Grant, as the result of a Governor's Executive Order and/or legislative action, the one percent (1.0%) off-Schedule salary amount may be reduced as provided in the attached *Letter of Agreement*.

3. For the 1998-1999 contract year, the 1997-1998 Salary Schedule (*Appendix B-2*) shall be increased by one percent (1.0%).

Further, all Teachers will receive an additional one percent (1.0%) of their 1997-1998 *Appendix B-2 (Salary Schedule)* step, as a one-time-only

payment to be included in the first paycheck in March, 1999. This amount will not be incorporated into the 1998-1999 Salary Schedule (*Appendix B-3*). However, should the District receive a reduction in its anticipated per pupil Foundation Grant, as the result of a Governor's Executive Order and/or legislative action, the one percent (1.0%) off-Schedule salary amount may be reduced as provided in the attached *Letter of Agreement*.

The Salary Schedule(s) (*Appendices B-1 through B-3*) shall remain in effect during the term of this Agreement, except as otherwise provided (*see Letter of Agreement*).

When the Teacher signs his/her individual contract, he/she will insert the method of payment, being either twenty-one (21) or twenty-six (26) payments, to be made every other Friday. No changes may be made in the methods of payment except in cases of emergency.

Application for placement on a higher track of the Salary Schedule (*Appendices B-1 through B-3*) shall be made by September 10 or February 10 of the school year.

All credits toward a higher track on Salary Schedule (*Appendices B-1 through B-3*) shall be graduate semester hours or the equivalent in quarter hours.

- C. A Teacher's hourly rate shall be determined by dividing the Teacher's basic salary for the year by the number of Teacher work days, as stated on the applicable School Calendar (*see Appendices A-1 through A-3*) divided by six and one half (6.5).
- D. In the event that the Board requires a Teacher to extend his/her employment beyond the regular contract year (*see Appendices A-1 through A-3*), he/she will be notified by April 1.

The additional time shall be paid based on a *pro-ratum* of the Teacher's base salary (*see Appendices B-1 through B-3*).

- E. Newly employed Teachers may be granted up to eight (8) years credit on the Salary Schedule (*Appendices B-1 through B-3*) for full years of outside teaching experience in any school District in the State of Michigan and other teaching experience for which credit is allowed. Teaching experience shall be pertinent to the position for which the Teacher is employed.

- F. Additional relevant experience may be considered when placing a newly-employed Teacher on the Salary Schedule (*Appendices B-1 through B-3*). The added experience must be part of his/her certification(s). The combined total granted for teaching experience and other relevant experience will not exceed eight (8) years.
- G. At the beginning of the next school year, all Teachers hired at mid-year, or at the end of the first semester, shall be allowed one-half (1/2) year of experience credit on the Salary Schedule (*Appendices B-1 through B-3*).

The minimum number of Teacher days required for a half (1/2) step increase on the Salary Schedule (*Appendices B-1 through B-3*) will be forty-five (45) days.

The minimum number of Teacher days required for a full step increase on the Salary Schedule (*Appendices B-1 through B-3*) will be 135 days.

Less than full-time Teachers will receive a *pro-rated* year's credit on the Salary Schedule (*Appendices B-1 through B-3*).

- H. A Teacher holding special certification in various areas, which requires additional training beyond the regular certification, shall not be granted an additional step on the Salary Schedule (*Appendices B-1 through B-3*). However, a Teacher who was previously granted an additional step on the Salary Schedule (*Appendices B-1 through B-3*) due to his/her special certification shall continue to receive the additional step per the contract language in effect for the 1975-76 school year.

I. **Longevity -**

1. A Teacher, who was employed prior to July 1, 1996, shall receive longevity compensation as follows:
 - a. At the beginning of the thirteenth (13) year and continuing through the seventeenth (17) year of service in the District, he/she will be paid an additional three percent (3%) of the Teacher's base salary.
 - b. At the beginning of the eighteenth (18) year and continuing through the twenty-second (22) year of service in the District, he/she will be paid an additional six percent (6%) of the Teacher's base salary.
 - c. At the beginning of the twenty-third (23) year, and/or each subsequent year thereafter, of service in the District, he/she

will be paid an additional nine percent (9%) of the Teacher's base salary.

2. A Teacher, who was employed on or after July 1, 1996, shall receive longevity compensation as follows:

- a. At the beginning of the thirteenth (13) year and continuing through the seventeenth (17) year of service in the District, he/she will be paid an additional two percent (2%) of the Teacher's base salary.
- b. At the beginning of the eighteenth (18) year and continuing through the twenty-second (22) year of service in the District, he/she will be paid an additional four percent (4%) of the Teacher's base salary.
- c. At the beginning of the twenty-third (23) year, and/or each subsequent year thereafter, of service in the District, he/she will be paid an additional six percent (6%) of the Teacher's base salary.

Any authorized, unpaid leaves of absence shall not be used to compute longevity benefits.

Longevity shall be *pro-rated* for less than full-time and shared-time Teachers.

J. A Teacher voluntarily assuming an Extra-Curricular assignment (*see Appendix B-4*) shall be paid in accordance with the provisions of *Appendix B-5*. (*As a point of information, the Extra-Curricular Salary Schedule [Appendix B-5] will not be increased during this Agreement.*)

K. **Severance Incentive -**

The Board will offer a severance incentive at least once during this Agreement.

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

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

1. A Teacher with ten (10) or more years of service in the District as a member of the bargaining unit who severs his/her employment in

the District will be eligible to receive compensation for a portion of his/her accumulated sick leave allowance days.

2. To receive compensation, the Teacher may not use more than six (6) days per year of his/her accumulated sick leave allowance days during five (5) of the ten (10) years preceding the severance of employment.

3. At the time of severance, a Teacher with an accumulation of 151 through 185 sick leave allowance days will be compensated for thirty (30) of the days at a rate of \$70 per day; or

At the time of severance, a Teacher with an accumulation of 121 through 150 sick leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$60 per day; or

At the time of severance, a Teacher with an accumulation of 80 through 120 sick leave allowance days will be compensated for twenty (20) of the days at a rate of \$50 per day.

- M. Compensation for adult education courses, summer school courses and/or driver education classes that are sponsored by the Board will be paid as provided in *Appendix B-4, Section IX*.

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

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

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

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

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

- Q. Teachers who provide substitute teacher services during their scheduled planning time (*see Article XV*) shall be compensated at ninety-five percent

(95%) of the hourly rate calculated on the Bachelor's Salary Schedule track (*Appendices B-1 through B-3*), Step 1.

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

ARTICLE XXV

INSURANCE PROTECTION

A. Health Care Insurance -

The Board agrees to provide, without cost to the full-time, actively employed Teacher, health care insurance benefits as provided below.

Teachers may choose one (1) of the following three (3) plans:

1. **PLAN I:** Full hospitalization and major medical protection for the Employee and his/her family under Blue Cross-Blue Shield Health Care MVF-2, PDP, FAE, VST.
2. **PLAN II:** Full hospitalization and major medical protection for the Employee and his/her family under *MESSA* Super Care 1 Group Life, Accidental Death and Dismemberment (*AD&D*) and Health Care Plan.
3. **PLAN III:** Based on the number of Teachers selecting Plan III, the following monthly sum will be paid in cash or will be applied to any tax sheltered annuity plan, as designated by the Teacher:

1-40 Teachers: \$100 each, per month

41-60 Teachers: \$200 each, per month

61, and above, Teachers: \$300 each, per month

If a total of sixty-five (65) Teachers and members of the Novi Educational Support Personnel Association select Plan III, the sum of \$300 per month will be paid, as indicated above, to each Teacher.

The parties agree that dual coverage of health care insurance is prohibited. A Teacher who is entitled to benefits under another health care insurance plan, which is at least comparable to that provided by the Board (*Blue Cross-Blue Shield* or *MESSA*), shall not be eligible for the Board provided health care insurance.

A Teacher who is discovered to have provided false certification of coverage(s) shall immediately be removed from the Board's health care insurance

program and shall not be eligible for the benefits under Plan III for the remainder of the school year.

B. Dental Care Insurance -

The Board shall provide the *MESSA Delta Dental Care Program Plan E-007 (80% Class I Benefits; 80% Class II Benefits; 80% Class III Benefits, maximum \$1,300)* for all Teachers and their eligible dependents.

Any Teacher covered by another group dental plan shall not be eligible for the *MESSA Delta Dental Care Program* described above. However, the Teacher shall be eligible for the *MESSA Delta Dental Care Program Plan C-007 (50% Class I Benefits; 50% Class II Benefits; 50% Class III Benefits, maximum \$1,300)*.

C. Vision Care Insurance -

The Board shall provide for all Teachers and their eligible dependents the following Vision Care Insurance plan:

Examination	80% of R and C; once every 12 months
Regular Lenses	80% of R and C; once every 12 months
Bifocal Lenses	80% of R and C; once every 12 months
Trifocal Lenses	80% of R and C; once every 12 months
Lenticular Lenses	80% of R and C; once every 12 months
Frames	80% of R and C; once every 12 months
Contact Lenses	80% of R and C; following cataract surgery or when visual acuity cannot be corrected to 20/70 in the better eye except by their use.

If contact lenses are chosen in lieu of the glasses available under the plan, an allowance of sixty-four dollars (\$64) will be paid toward their cost.

An examination, frames, and one (1) set of corrective lenses (*regular glasses, prescription sunglasses, photogrey lenses or contact lenses*) will be provided once during the twelve (12) month policy year (*July 1 through June 30*). Eighty percent (80%) of the Reasonable and Customary (*R and C*) charges (*see above*) for the noted benefits will be paid.

D. Group Term Life Insurance -

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

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

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

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

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

The maximum monthly benefit will be \$2,000.

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

The Board will continue to pay the Teacher's health care insurance premiums for twelve (12) months after he/she starts to receive Long-Term Disability Insurance (*LTD*) benefits.

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

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

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

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

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

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

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

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

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

During the month of September, the Board will make available, in each building, the necessary forms to change and/or add insurance coverage(s).

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

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

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

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

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

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

- B. Upon request of the Association, vending machines shall be installed in the Teacher's lounge areas.
- C. Private telephone facilities shall be made available in each building for communication with parent(s)/guardian(s).
- D. An individual contract between the Board and a Teacher shall not be inconsistent with the provisions of this Agreement.
- E. Every reasonable attempt will be made to provide adequate lunchroom, lounge, and restroom facilities in all buildings.
- F. Adequate off-street, paved, parking facilities identified for staff use shall be provided. The facilities shall be properly maintained and protected.
- G. The Board agrees to maintain an adequate list of substitute teachers. The building Principal shall inform his/her Teachers of the absence reporting procedures. It shall be the responsibility of the Board to arrange for a substitute teacher.
- H. Teachers, in recognition of the need for continuation of regular class activities during their absence, shall provide a substitute folder which shall contain:
1. a seating chart or attendance list;

2. special daily activities of the class;
3. written lesson plans; and
4. the location of necessary materials.

- I. Consistent with available facilities and resources, the Board will make every effort to maintain the building(s) at a comfortable temperature and in a clean and healthful manner.
- J. The Board will provide appropriate texts, library reference materials, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials.

The Board shall seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational materials and the Board will implement all joint decisions made by its representatives and the Association.

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

- K. The Board shall provide a Teacher reference library in each building and include appropriate texts which are requested by the Teachers in that building.
- L. The Board agrees to make available, in each building, adequate word processing and copying facilities to assist Teachers in the preparation of instructional materials.
- M. The Board shall provide:
 1. a desk in each classroom and in each Teacher office.
 2. closet space for each Teacher to store coats, overshoes/boots and personal articles.
 3. chalkboard space.
 4. copies, for each Teacher's use, of all texts used in each of the courses the Teacher is to teach.

5. a dictionary in every classroom.
 6. storage space in each classroom for instructional materials.
 7. attendance books, paper, pencils, pens, chalk, erasers and other such material required in the Teacher's daily teaching responsibility.
- N. The Board shall reimburse the Teacher for the loss, damage, or destruction of personal property which was previously approved by the Superintendent, or his/her designee, for the Teacher to use in his/her teaching assignment.

ARTICLE XXVII

NEGOTIATION PROCEDURES

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

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

ARTICLE XXVIII

NO STRIKE

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

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996 and shall continue in effect until the end of the day on June 30, 1999.

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

Dated this Twentieth day of June, 1996.

NOVI EDUCATION ASSOCIATION

By: Martha F. Franchi
Martha Franchi, President

By: M. Jean Rose
M. Jean Rose, Spokesperson

NOVI COMMUNITY SCHOOLS BOARD OF EDUCATION

By: John A. Streit
John Streit, President

By: Julia Abrams
Julia Abrams, Secretary

MEMBERS OF THE BOARD OF EDUCATION

Julia Abrams
John Balagna
Raymond Byers

Carol Elfring
George Kortlandt
Ann Newton

John Streit

NOVI EDUCATION ASSOCIATION BARGAINING TEAM MEMBERS

Robert Emerson
Martha Franchi
Teri Moblo
M. Jean Rose
Dawn Wagner
Vera Williams

NOVI COMMUNITY SCHOOLS BARGAINING TEAM MEMBERS

David Brown
James Koster
Milan Obrenovich
Robert Schram
Rita Traynor

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APPENDIX A-1

1996-1997 School Calendar

Thursday	August 22	All Teachers report/Professional Development
Friday	August 23	Professional Development Day, no students
Monday	August 26*	First Day of School Students A.M./Teacher Work Day P.M.
Monday	September 2	Labor Day, no school
Tuesday	September 3	Classes resume
Friday	October 25	Professional Development Day, no students
Wednesday	November 27	Thanksgiving Recess begins at end of school day
Monday	December 2	Classes resume
Friday	December 20	Winter Recess begins at end of school day
Monday	January 6	Classes resume
Friday	January 17	Records Day, no students
Friday	February 14	Mid-Winter Recess begins at end of school day
Monday	February 24	Classes resume
Thursday	March 27	Spring Recess begins at end of school day
Monday	April 7	Classes resume
Friday	May 2	Professional Development Day, no students
Monday	May 26	Memorial Day, no school
Thursday	June 12(a)	Last Day for Students Students A.M./Professional Development P.M.
Friday	June 13(a)	Records Day/Last Day for Teachers

* No Kindergarten students on this day
181 Student Days; 187 Teacher Days

(a) May be rescheduled, depending upon the number of academic days canceled.

1996-1997 CALENDAR

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1996</u>					
July	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
Aug.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	(22	23)
	26*	27	28	29	30
Sept.	[2]	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				
Oct.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	(25)
	28	29	30	31	
Nov.				1	
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27+	[28	29]
Dec.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	[23	24	25	26	27
	30	31			

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1997</u>					
Jan.			1	2	3]
	6	7	8	9	10
	13	14	15	16	{17}
	20	21	22	23	24
	27	28	29	30	31
Feb.	3	4	5	6	7
	10	11	12	13	14
	[17	18	19	20	21]
	24	25	26	27	28
Mar.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27+	[28
	31				
Apr.		1	2	3	4]
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
May				1	(2)
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	[26]	27	28	29	30
June	2	3	4	5	6
	9	10	11	12^	13°
	16	17	18	19	20
	23	24	25	26	27
	30				

181 Pupil-Instructional Days and 187 Teacher Work Days

() Professional Development Day, No Students

{ } Records Day

^ Students A.M./Professional Development P.M.

* Students A.M./No Kindergarten Students/Teacher Work Day P.M.

[] Recess/Holiday, No School

+ Students A.M./Teacher Compensatory Time P.M.

• Records Day/Last Teacher Work Day

APPENDIX A-2

1997-1998 School Calendar

Thursday	August 21	All Teachers report/Professional Development
Friday	August 22	Professional Development Day, no students
Monday	August 25*	First Day of School Students A.M./Teacher Work Day P.M.
Monday	September 1	Labor Day, no school
Tuesday	September 2	Classes resume
Friday	October 24	Professional Development Day, no students
Wednesday	November 26	Thanksgiving Recess begins at end of school day
Monday	December 1	Classes resume
Friday	December 19	Winter Recess begins at end of school day
Monday	January 5	Classes resume
Friday	January 16	Records Day, no students
Friday	February 13	Mid-Winter Recess begins at end of school day
Monday	February 23	Classes resume
Thursday	April 9	Spring Recess begins at end of school day
Monday	April 20	Classes resume
Friday	May 8	Professional Development Day, no students
Monday	May 25	Memorial Day, no school
Friday	June 12(a)	Last Day for Students Students A.M./Professional Development P.M.
Monday	June 15(a)	Records Day/Last Day for Teachers

* No Kindergarten students on this day
182 Student Days; 188 Teacher Days

(a) May be rescheduled, depending upon the number of academic days canceled.

1997-1998 CALENDAR

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1997</u>					
July		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Aug.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	(21	22)
	25*	26	27	28	29
Sept.	[1]	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			
Oct.			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	(24)
	27	28	29	30	31
Nov.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26+	[27	28]
Dec.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	[22	23	24	25	26
	29	30	31		

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1998</u>					
Jan.				1	2]
	5	6	7	8	9
	12	13	14	15	{16}
	19	20	21	22	23
	26	27	28	29	30
Feb.	2	3	4	5	6
	9	10	11	12	13
	[16	17	18	19	20]
	23	24	25	26	27
Mar.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	27	27
	30	31			
Apr.			1	2	3
	6	7	8	9+	[10
	13	14	15	16	17]
	20	21	22	23	24
	27	28	29	30	
May					1
	4	5	6	7	(8)
	11	12	13	14	15
	18	19	20	21	22
	[25]	27	27	28	29
June	1	2	3	4	5
	8	9	10	11	12^
	15°	16	17	18	19
	22	23	24	25	26
	29	30			

182 Pupil-Instructional Days and 188 Teacher Work Days

() Professional Development Day, No Students

{ } Records Day

^ Students A.M./Professional Development P.M.

* Students A.M./No Kindergarten Students/Teacher Work Day P.M.

[] Recess/Holiday, No School

+ Students A.M./Teacher Compensatory Time P.M.

• Records Day/Last Teacher Work Day

APPENDIX A-3

1998-1999 School Calendar

Thursday	August 20	All Teachers report/Professional Development
Friday	August 21	Professional Development Day, no students
Monday	August 24*	First Day of School Students A.M./Teacher Work Day P.M.
Monday	September 7	Labor Day, no school
Tuesday	September 8	Classes resume
Friday	October 23	Professional Development Day, no students
Wednesday	November 25	Thanksgiving Recess begins at end of school day
Monday	November 30	Classes resume
Tuesday	December 22	Winter Recess begins at end of school day
Monday	January 4	Classes resume
Friday	January 15	Records Day, no students
Friday	February 12	Mid-Winter Recess begins at end of school day
Monday	February 22	Classes resume
Thursday	April 1	Spring Recess begins at end of school day
Monday	April 12	Classes resume
Friday	May 7	Professional Development Day, no students
Monday	May 31	Memorial Day, no school
Thursday	June 10(a)	Last Day for Students Students A.M./Professional Development P.M.
Friday	June 11(a)	Records Day/Last Day for Teachers

* No Kindergarten students on this day
183 Student Days; 189 Teacher Days

(a) May be rescheduled, depending upon the number of academic days canceled.

1998-1999 CALENDAR

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1998</u>					
July			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31

Aug.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	(20)	(21)
	24*	25	26	27	28
	31				

Sept.		1	2	3	4
	[7]	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

Oct.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	(23)
	26	27	28	29	30

Nov.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25+	[26]	[27]
	30				

Dec.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	[23]	24	25
	28	29	30	31	

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1999</u>					
Jan.					1]
	4	5	6	7	8
	11	12	13	14	{15}
	18	19	20	21	22
	25	26	27	28	29

Feb.	1	2	3	4	5
	8	9	10	11	12
	[15]	16	17	18	19]
	22	23	24	25	26

Mar.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

Apr.				1+	[2
	5	6	7	8	9]
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

May	3	4	5	6	(7)
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	[31]				

June		1	2	3	4
	7	8	9	10^	11°
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		

183 Pupil-Instructional Days and 189 Teacher Work Days

() Professional Development Day, No Students

{ } Records Day

^ Students A.M./Professional Development P.M.

* Students A.M./No Kindergarten Students/Teacher Work Day P.M.

[] Recess/Holiday, No School

+ Students A.M./Teacher Compensatory Time P.M.

• Records Day/Last Teacher Work Day

APPENDIX B-1

1996-1997 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$29,852	\$31,113	\$32,697	\$33,724	\$34,749
2	\$32,911	\$34,220	\$36,156	\$37,210	\$38,316
3	\$34,735	\$36,271	\$38,544	\$39,578	\$40,726
4	\$36,786	\$38,447	\$41,083	\$42,091	\$43,293
5	\$38,951	\$40,755	\$43,795	\$44,773	\$46,016
6	\$41,249	\$43,202	\$46,682	\$47,617	\$48,906
7	\$43,688	\$45,794	\$49,757	\$50,646	\$51,985
8	\$46,258	\$48,545	\$53,041	\$53,869	\$55,255
9	\$48,993	\$51,450	\$56,538	\$57,295	\$58,732
10	\$51,883	\$54,540	\$60,272	\$60,938	\$62,424
11	\$54,962	\$57,844	\$64,241	\$64,811	\$66,329

APPENDIX B-2
1997-1998 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$30,151	\$31,424	\$33,024	\$34,061	\$35,096
2	\$33,240	\$34,562	\$36,518	\$37,582	\$38,699
3	\$35,082	\$36,634	\$38,929	\$39,974	\$41,133
4	\$37,154	\$38,831	\$41,494	\$42,512	\$43,726
5	\$39,341	\$41,163	\$44,233	\$45,221	\$46,476
6	\$41,661	\$43,634	\$47,149	\$48,093	\$49,395
7	\$44,125	\$46,252	\$50,255	\$51,152	\$52,505
8	\$46,721	\$49,030	\$53,571	\$54,408	\$55,808
9	\$49,483	\$51,965	\$57,103	\$57,868	\$59,319
10	\$52,402	\$55,085	\$60,875	\$61,547	\$63,048
11	\$55,512	\$58,422	\$64,883	\$65,459	\$66,992

APPENDIX B-3
1998-1999 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$30,453	\$31,738	\$33,354	\$34,402	\$35,447
2	\$33,572	\$34,908	\$36,883	\$37,958	\$39,086
3	\$35,433	\$37,000	\$39,318	\$40,374	\$41,544
4	\$37,525	\$39,219	\$41,909	\$42,937	\$44,163
5	\$39,734	\$41,575	\$44,675	\$45,673	\$46,941
6	\$42,078	\$44,070	\$47,620	\$48,574	\$49,889
7	\$44,566	\$46,715	\$50,758	\$51,664	\$53,030
8	\$47,188	\$49,520	\$54,107	\$54,952	\$56,366
9	\$49,978	\$52,485	\$57,674	\$58,447	\$59,912
10	\$52,928	\$55,636	\$61,484	\$62,162	\$63,678
11	\$56,067	\$59,006	\$65,532	\$66,114	\$67,662

APPENDIX B-4

EXTRA-CURRICULAR ACTIVITIES AND PERCENTAGES

- A. The following activities and percentages shall be considered as part of the Extra-Curricular salary agreement. However, when release time is provided during the regular work day, the stated percentage may be reduced upon the mutual agreement of the Board and the Association:

1. **11.5% --**

Head Basketball Coach
Head Football Coach
Head Wrestling Coach

2. **10.5% --**

Assistant Varsity Football Coach(es)
District Wide Music Coordinator
Head Baseball Coach
Head Lacrosse Coach
Head Soccer Coach
Head Softball Coach
Head Swimming Coach
Head Tennis Coach
Head Track Coach
Head Volleyball Coach
H.S. Department Heads
H.S. Musical Director
H.S. Student Activities Coordinator

3. **9.5% --**

H.S. Band Director
H.S. Choral Director
J.V. Baseball Coach
J.V. Basketball Coach
J.V. Football Coach
J.V. Lacrosse Coach
J.V. Soccer Coach
J.V. Softball Coach
J.V. Swimming Coach
J.V. Tennis Coach
J.V. Track Coach
J.V. Volleyball Coach
J.V. Wrestling Coach

4. 9.0% --

Head Cross Country Coach
Head Golf Coach

5. 8.5% --

Debate Coach
H.S. Cross Country, Assistant Coach
H.S. Golf, Assistant Coach
H.S. Writing Support Coordinator
M.S. Band Director
M.S. Basketball, Head Coach
M.S. Cross Country, Head Coach
M.S. Lacrosse, Head Coach
M.S. Soccer, Head Coach
M.S. Softball, Head Coach
M.S. Track, Head Coach
M.S. Volleyball, Head Coach
M.S. Wrestling, Head Coach
M.S. Wrestling, Assistant Coach
9th Grade Baseball, Head Coach
9th Grade Basketball, Head Coach
9th Grade Football, Head Coach
9th Grade Softball, Head Coach
9th Grade Track, Head Coach
9th Grade Volleyball, Head Coach
9th Grade Wrestling, Head Coach
8th Grade Football, Head Coach
7th Grade Football, Head Coach

6. 7.5% --

Debate, Assistant Coach
Drama Coach
Forensics Coach
H.S. Yearbook Sponsor
M.S. Intramural Coach
N.M. Band Director
N.M. Intramural Coach
N.M. Vocal Music Director
Varsity Cheerleading Coach

7. 5.5% --

H.S. Newspaper Sponsor
M.S. Choral Director

8. 4.5% --

Assistant Band Director
Flag Corps Coach
H.S. Assistant Drama Director
H.S. Assistant Musical Director(s)
H.S. Pom Pon Coach
H.S. Percussion
H.S. Student Government Sponsor
J.V. Cheerleading Coach
M.S. Cheerleading Coach, 7th & 8th Grades
M.S. Musical Director - Drama
M.S. Musical Director - Vocal
M.S. Pom Pon Coach
N.M. Intramural Coach
N.M. Musical/Talent Show Director - Vocal
Odyssey of the Mind Coordinator, K-6

9. 3.5% --

J.V. Pom Pon Coach
M.S. Dance Sponsor
M.S. Newspaper Sponsor
M.S. Student Council Sponsor
M.S. Talent Show Directors
M.S. Yearbook Sponsor
N.M. Set and Design Talent Show Coordinator
9th Grade Cheerleading Coach

10. 2.5% --

Elementary Safety Patrol Sponsor
H.S. Advanced Placement Coordinator
K-4 Music Director(s)
K-12 Academic/Social Club Sponsors **
National Honor Society Sponsor
N.M. Assistant Musical/Talent Show Director(s)
N.M. Student Council Sponsor
Odyssey of the Mind Coach
5th Grade Outdoor Education Coordinator, *plus three (3) half (1/2) days*
5th Grade Outdoor Education Sponsor(s)

11. 1.5% --

K-4 Newspaper Sponsor
K-12 Games Club Sponsor(s) **

12. **Percentage of the 1995-96 BA Minimum --**

7th, 8th, or 9th Grade Class Sponsor	2.5%
10th Grade Class Sponsor	3.5%
11th Grade Class Sponsor	4.5%
12th Grade Class Sponsor	5.5%

13. **Hourly Rate Assignments --**

Adult Education Class Instructor (<i>academic credit</i>)	\$15.00/hour
Athletic Aides	\$15.00/hour
Auditorium Activities Coordinator	\$15.00/hour
Bus Chaperone	\$15.00/event
Driver Education Class Instructor	\$17.00/hour
Festival of the Arts Sponsor	\$15.00/hour *
Graphic Arts Coordinator	\$15.00/hour
Performance Chaperone	\$15.00/event *
Radio Sponsor	\$15.00/hour
Summer School Class Instructor	\$15.00/hour

(Teachers who wish to sponsor a group must present their objectives and apply for a group sponsorship.)

- * Subject to administrative approval
- ** Groups shall have administrative approval

- B. No later than April 1 of each year, Teachers, who desire to coach and/or sponsor any Extra-Curricular activity listed above, shall submit a written request to do so to the Superintendent, or his/her designee.
- C. When a *new* and/or *revised* Extra-Curricular position is required, the Board shall, within fourteen (14) calendar days, notify the Association, in writing, of its intent to establish a new position.
1. In the event the position cannot, by mutual agreement of the parties, be placed in an existing category, the Board shall establish the category and rate of pay, designating them as *temporary*, and notify the Association, in writing, of its action.
 2. The category and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Association. During this thirty (30) calendar day period, the Association may request, in writing, that the Board negotiate the *permanent* category and rate of pay.

3. If, as a result of the negotiations between the parties, a higher category and/or rate of pay is established for the position, except as may be mutually agreed by the parties, the permanent rate of pay shall be paid to the date the individual(s) filling the position(s) started working in the position.
4. If the parties are unable to mutually agree regarding the appropriate category and/or rate of pay, the issue may be submitted to binding arbitration.

The arbitrator shall render his/her decision solely based on the final position of the parties.

5. When a new position has been assigned a permanent category and rate of pay, it shall be included in this Agreement.

APPENDIX B-5

1996-1997 through 1998-1999 EXTRA-CURRICULAR SALARY SCHEDULE

<u>YEAR</u>	<u>1.5%</u>	<u>2.5%</u>	<u>3.5%</u>	<u>4.5%</u>	<u>5.5%</u>	<u>7.5%</u>	<u>8.5%</u>	<u>9.0%</u>	<u>9.5%</u>	<u>10.5%</u>	<u>11.5%</u>
1	\$443	\$739	\$1,034	\$1,330	\$1,627	\$2,217	\$2,513	\$2,659	\$2,808	\$3,103	\$3,40
2	\$489	\$813	\$1,140	\$1,466	\$1,794	\$2,444	\$2,771	\$2,934	\$3,097	\$3,420	\$3,74
3	\$516	\$860	\$1,203	\$1,546	\$1,891	\$2,579	\$2,924	\$3,097	\$3,267	\$3,612	\$3,95
4	\$546	\$911	\$1,275	\$1,639	\$2,003	\$2,732	\$3,097	\$3,278	\$3,459	\$3,824	\$4,18
5	\$578	\$965	\$1,349	\$1,737	\$2,121	\$2,893	\$3,278	\$3,469	\$3,663	\$4,048	\$4,43
6	\$613	\$1,021	\$1,430	\$1,837	\$2,246	\$3,063	\$3,470	\$3,676	\$3,880	\$4,288	\$4,75
7	\$649	\$1,082	\$1,514	\$1,946	\$2,381	\$3,245	\$3,677	\$3,894	\$4,108	\$4,542	\$4,97
8	\$687	\$1,144	\$1,604	\$2,060	\$2,519	\$3,434	\$3,894	\$4,122	\$4,351	\$4,810	\$5,26

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APPENDIX C
GRIEVANCE FORM

Grievance # _____

Contract Year 19__-19__

Distribution of Forms:

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

NAME OF GRIEVANT: _____

Teaching Assignment: _____

Building Assignment: _____

LEVEL ONE:

Statement of Grievance: _____

Relevant Agreement (Contract) Provision(s): _____

Date Grievance Occurred: _____

Relief Sought: _____

Signature of Grievant: _____ **Date:** _____

Date of Level One Decision: _____

Disposition: _____

LEVEL TWO:

Date Written Grievance Filed With Immediate Administrative Supervisor: _____

Disposition of Immediate Administrative Supervisor: _____

Signature of Immediate Administrative Supervisor: _____

Date: _____

Position of Grievant and/or Association: _____

Signature: _____ Date: _____

LEVEL THREE:

Date Written Grievance Filed With Superintendent or Designee: _____

Disposition of Superintendent or Designee: _____

Signature of Superintendent or Designee: _____

Date: _____

Position of Grievant and/or Association: _____

Signature: _____ Date: _____

LEVEL FOUR:

Date Written Grievance Filed With Board of Education: _____

Disposition of Board of Education: _____

Signature: _____ Date: _____

Position of Association: _____

Signature: _____ Date: _____

LEVEL FIVE:

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

Date Filed for Arbitration: _____

Date Grievance Withdrawn and Not Filed for Arbitration: _____

Signature: _____ Date: _____

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LETTER(S) OF AGREEMENT

Advanced Degree Credit Waiver for New Teachers

The parties agree that, for the duration of this Agreement, the Board shall have the discretion to place a newly-employed Teacher on a Salary Schedule degree track (*Appendices B-1 through B-3*) less than that reflecting the person's advanced degree(s).

For the duration of this Agreement, it shall be the sole discretion of the Board as to the placement of Teachers employed on or after July 1, 1996, on an advanced degree track as provided in *Article XXIV, Section B*.

Alternative Insurance Plans Committee

The parties agree that a committee, composed of representatives appointed by the respective party, shall be established to develop alternative insurance plans, including a *flexible benefits* cafeteria program and a *MESSA-PAK* program.

The Committee shall complete its work and make a recommendation to the parties (*current Bargaining Team Members*) no later than December 1, 1996.

It is anticipated that the alternative insurance plans will be available no later than February 1, 1997, and will be incorporated into this Agreement.

Implementation of New and/or Significantly Changed Programs

The parties agree that representatives of the Association shall be involved in the development and implementation of new and/or significantly changed programs.

Reduction of One Percent (1.0%) Off-Schedule Salary

Should the District receive a reduction of its anticipated per pupil Foundation Grant as the result of a Governor's Executive Order and/or legislative action (*see Article*

XXIV, Section B, 1-3), the parties shall meet upon request of either of them, to mutually determine how this Agreement's provision(s), *i.e., the March one percent (1.0%) off-Schedule salary increase, the May Professional Development Day, or a combination thereof*, will be modified.

Site-Based Committees

The parties agree that all *Site-Based-Decision-Making Committees* in the District will include members of the bargaining unit.

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

INDEX

A

AAA	11	Appendix A	39, 64, 65, 81, 83, 85
Absence Policies	47	Appendix B	22, 60, 64, 65, 67, 68, 87, 88, 89, 90, 95
Absence Reporting Procedure	74	Appendix C	13, 97
Academic Day	41, 42, 43	Arbitration	11, 12, 41, 49, 94
Academic Day, Before and After	41	Arbitrator's Powers	12
Academic Day, Change of Time	42, 43	Assault	20
Academic Day, Close of	41	Assault and/or Battery	20
Academic Day, Elementary	42	Assignment, Student Teacher	63
Academic Day, High School	41	Assignments	4, 22, 42, 58, 64, 68, 76
Academic Day, Middle School	41	Assignments, Additional	22
Academic Day, Novi Meadows	42	Assignments, Extra-Curricular	22, 67
Academic Freedom	16	Assignments, Full-Time Teaching	25, 29
<i>Act of God</i>	46	Assignments, Hourly Rate	72, 93
Additional Classes	42, 44, 68	Assignments, <i>Itinerant</i> Teacher	22, 24, 43
Adoption	50	Assignments, Less Than Full-Time Teaching	26
Adoption, Sick Leave Allowance	50	Assignments, Part-Time Teaching	26
Adult Education	3	Assignments, Shared-Time Teaching	23, 24, 25
Adult Education Assignment	22	Assignments, <i>Special</i> Teacher	23, 43
Adult Education Rate	68, 93	Assignments, Tentative	30
Advanced Degree	101	Assignments, Tentative Schedule	22
Advisory Committee(s)	14	Association Business	6
Agency Shop	8	Association Days	6
Agreement	77	Association Dues	8
Agreement, Altered or Modified	1	Association Office Leave of Absence	57
Agreement, Before Expiration	77	Association Representative	15, 74
Agreement, Copies of	77	Association Rights	5
Agreement, Duration of	3, 34, 79	Association, Term Defined	1
Agreement, Letter(s) of	101	Association/Board Representatives' Meetings	74
Agreement, Life of	78	Attendance Incentive	50
Agreement, Successor	77	Attendance Incentive Payment	50
Alternative Insurance Plans Committee	101		
American Arbitration Association	11		
Anonymous Sources	16		
Appendices A	39, 64, 65, 81, 83, 85		
Appendices B	22, 24, 25, 52, 53, 55, 58, 60, 61, 64, 65, 66, 67, 69, 87, 88, 89, 90, 95, 101		

B

Bargaining Unit Defined	3
Bargaining Unit Rights, Administrator	34
Battery	20
Benefits	26
Benefits, Less Than Full- Time Teacher	26
Benefits, Part-Time Teacher	26
Blue Cross-Blue Shield	70
Board Agenda	6
Board Policy	28
Board Responsibility	4, 7, 35, 74
Board Rights	4
Board, Term Defined	1
Building Temperature	75
Building, Use of	5
Bulletin Board, Use of	5
Bus Supervision Duty	41

C

Calendar Days	10, 32, 54, 93
Calendar Year	24
Calendar, Annual	82, 84, 86
Calendar, School	39, 64, 65, 81, 83, 85
Certification	18, 22, 27, 29, 30, 31, 32, 33, 52, 57, 66
Certification, Temporary	22
Change of Program(s), Involvement in	101
Child Care Leave	56
Child Care Leave of Absence	54, 55
Childbearing, Sick Leave Allowance	50
Class Load	41
Class Load, Elementary	42
Class Load, High School	41
Class Load, Middle School	41
Class Load, Novi Meadows	41
Class Size	44, 45, 62
Class Size, Adjustment(s)	44, 45, 62
Class Size, Alternative(s)	44
Class Size, Exceeds Maxi- mum	44
Clean Building	75

Closing Building, During Student Day	46
Compensation	64
Compensatory Time	40
Compensatory Time, Con- ferences	40
Complaint, Notification of	21
Conference(s), Evaluation	38
Conference, Administrative	15
Conferences, Elementary	39
Conferences, Kindergarten	39
Conferences, Parent	40, 43
Conferences, Parent-Teacher	39
Conferences, Professional	39
Conferences, Secondary	39
Conferences, With Parent	23, 42
Conferences, With Pupils	42
Continuity of Operations	46
Contracts, Individual	74
Copies of Agreement	77
Copying Facilities	75
Corporal Punishment	19
Counseling	61
Counseling Services	61
Counseling Staff Reduction	61
Counselor	19
Counselor Work Year	61
Counselor-Pupil Ratio	61

D

Death, Immediate Family	47, 56
Deductions	8, 16, 25, 72
Dental Care Insurance	71
Department Chairperson	60
Department Head	60, 90
Discharge	13, 18
Disciplinary Action	5, 10, 15, 16, 18, 31
Discipline Problems	19
Discipline, Progressive	15
Discipline, Student	19
Disciplined	15, 16
Discrimination	15
District, Term Defined	1
Driver Education Assignment	22
Driver Education Rate	68, 93
Dual Coverage	70

Dues	8
Duration of Agreement	3, 34, 79

E

Elementary Conferences	39
Employer, Term Defined	1
Employment <i>Hotline</i>	28
Employment, Termina- tion of	5, 8, 9, 12, 34, 72
Equipment, Use of	6
Evaluation	17, 35, 36, 37
<i>Evaluation Criteria</i>	35
Evaluation Form(s)	35, 36, 37
Evaluation Form, Copy of	36
Evaluation Observation	35, 36, 37, 38
Evaluation Observation Form	36
Evaluation Observation(s), Additional	36
Evaluation Observation, Length of	36
Evaluation Procedure	35
Evaluation, Additional	37
Evaluation, Association Notification	37
Evaluation, Frequency of	38
Evaluation, Grievance of	12
Evaluation, <i>IDP</i>	37
Evaluation, Length of	36
Evaluation, Monitoring of	37
Evaluation, <i>Not Acceptable</i>	37
Evaluation, Observation of	37
Evaluation, Probationary Teacher	23, 29, 33, 36, 38
Evaluation, Purpose of	35
Evaluation, Response to	35, 36
Evaluation, Results of	36
Evaluation, Teaching Coach	37
Evaluation, Tenure Teacher	36, 38
Evaluation, Time of	36
Evaluation, Timeline(s)	38
Evaluation, Frequency of	38
Exchange Teaching Leave of Absence	56
Experience Credit, Salary Schedule	34, 66
Extension, Leave of Absence	54, 55, 58
Extenuating Circumstances	47

Extra-Curricular Activities	43, 90, 93
Extra-Curricular Category, Permanent	93, 94
Extra-Curricular Category, Temporary	93
Extra-Curricular Employ- ment, Termination of	12
Extra-Curricular Percent- age Schedule	12
Extra-Curricular Percentages	90
Extra-Curricular Position, New	93
Extra-Curricular Position, Revised	93
Extra-Curricular Rate, Permanent	93, 94
Extra-Curricular Rate, Temporary	93
Extra-Curricular Salary	90
Extra-Curricular Salary Schedule	67, 68, 95
Extra-Curricular, Assignment	22, 67
Extra-Curricular, <i>LTD</i> Benefits	72

F

Facilities, Use of	6
Facility, Hazardous	15
Facility, Unsafe	15
Family Illness	47, 50
Family Medical Leave Act	56
Family Medical Leave of Absence	56
<i>FMLA</i>	56
Foundation Grant	64, 65, 101
Full-Time	24
Full-Time Teacher	24, 25, 70, 72
Full-Time Teaching	25, 29

G

Grade Change	21
Grade Change, Proce- dure for	21
Grievance	5, 10, 11, 12, 13
Grievance Defined	10
Grievance Form	10, 13, 97
Grievance Procedure	10, 13, 16, 73
Grievance Procedure, <i>AAA</i>	11

Grievance Procedure, Evidence	11
Grievance Procedure, Level Five	11
Grievance Procedure, Level Four	11
Grievance Procedure, Level One	10
Grievance Procedure, Level Three	11
Grievance Procedure, Level Two	10
Grievance Procedure, Miscellaneous	13
Grievance Procedure, Purpose of	10
Grievance Process	41
Grievance, Above Principal Level	11
Grievance, Association Noti- fication	13
Grievance, Association Status	10
Grievance, Confidential Status	10
Grievance, Days	10
Grievance, Right to Rep- resentation	10, 11, 13
Grievance, Separate File	13
Grievance, Time Limits	10, 11, 12
Grievance, Time Limits Ex- tension of	12
Grievance, Withdrawal of	12, 13
Grievance, Written	11
Grievant	10, 11, 13
Group Term Life Insurance	72

H

Harassment, Sexual	5
Hazardous Facility	15
Health Care Insurance	70, 72
Health Insurance	54, 70, 72
Health Leave of Absence	54
Hourly Rate	44, 65, 68
Hourly Rate Assignments	68, 93

I

<i>IDP</i>	37
Illness Leave of Absence	54
Immediate Family	47
Immediate Family, Death in	47, 56
Immediate Family, Term Defined	47
Inclement Weather	46
Individual Contracts	74

Individual Contracts Restric- tions	74
Individual Development Plan	37
Information, Request for	6
Instructional Day	39
Insurance	54, 70, 71, 72, 73
Insurance Carrier	54, 73
Insurance Carrier, Disputes	73
Insurance Coverage Forms	73
Insurance Premiums	72
Insurance Protection	70
Insurance, Alternative Plans	101
Insurance, Alternative Plans Committee	101
Insurance, Alternative Plans Recommendation	101
Insurance, Dual Coverage	70
Insurance, <i>MESSA</i> Options	72
Insurance, Upon Termination	72
Intimidated	15
Involuntarily Transferred Teacher	30, 31
<i>Involuntary Transfer</i>	23, 29, 30
Involuntary Transfer Meeting	30
Involuntary Transfer Notifi- cation	30
Involuntary Transfer Process	31
Involuntary Transfer, Term Defined	29
<i>IRS</i> , Per Mile Rate	68
<i>Itinerant</i> Teacher	22, 23
<i>Itinerant</i> Teacher, Prepara- tion Time	23
<i>Itinerant</i> Teaching	22

J

Jury Duty	48
Just Cause	5, 13, 16, 35, 36

K

Kindergarten Conferences	39
--------------------------	----

L

Laid-Off Personnel	26, 28
--------------------	--------

Layoff	23, 29, 32, 33, 34, 57, 58, 61
Leave of Absence	3, 27, 33, 52, 53, 54, 55, 56, 57, 58, 59
Leave of Absence, Ex- tension of	54, 55, 58
Leave of Absence, Exten- sion of Child Care Leave	55
Leave of Absence, Health	54
Leave of Absence, Illness	54
Leave of Absence, Long Term Disability	54
Leave of Absence, Medical	54
Leave of Absence, Personal	58
Leave of Absence, Prohibition	59
Leave of Absence, Return from	27, 54, 55, 56, 57, 58, 59
Leave of Absence, Return from Child Care Leave	55, 56
Leave of Absence, Return from Exchange Teaching Leave	56
Leave of Absence, Return from Military Teaching Leave	56
Leave of Absence, Return from Voluntary Layoff Leave	57, 58
Leave of Absence, Voluntary Layoff	56, 57, 58
Leave of Absence, With Em- ployment Restrictions	56, 57, 58
Leave of Absence, With Pay	52, 53
Leave of Absence, Without Employment Restrictions	54, 55, 56
Leave of Absence, Without Pay	33, 54, 55, 56, 57, 58, 59
Legal Counsel	9, 20
Legal Proceedings	48
Less Than Full-Time Teacher	26, 29, 66, 67
Letter(s) of Agreement	101
Library, Teacher Reference	75
Life Insurance	72
Long Term Disability Insur- ance	72
Long Term Disability Leave of Absence	54
Longevity	66, 67

Lounge, Faculty	5, 74
Lounge, Teachers'	5, 74
LTD	72
LTD Benefits	72
LTD Insurance	72
LTD Restrictions	72
Lunch Period	41, 42, 44
Lunch Period, Duty Free	44
Lunch Period, Elementary	42, 44
Lunch Period, High School	41
Lunch Period, Middle School	41
Lunch Period, Novi Meadows	42

M

Materials on <i>Diversity</i>	75
Materials, Anonymous Sources	16, 17
Materials, Association Pay for	6
Materials, Personnel File	17
Materials, Teaching	60, 75, 76
Medical Certification	56
Medical Leave of Absence	54
Medication Policy	20
Meetings, Association/Board Representatives	74
MERC	77
MESSA	70, 71, 72
MESSA Options, Purchase of	72
Mileage Allowance	68
Military Leave of Absence	56
Military Teaching Leave of Absence	56
Miscarriage	50, 56
Miscarriage, Sick Leave Al- lowance	50
Miscellaneous Provisions	74
Mutual Agreement	1, 12, 90
Mutual Agreement, Extra- Curricular Position	93, 94
Mutual Agreement, School Calendar	39
Mutual Agreement, Written	1, 12

N

NCA	61
Negotiation Procedures	77
Negotiations	77, 94

Negotiations Process	41
Negotiations, Printing of Agreement	77
Negotiations, Ratification of Agreement	77
Negotiations, Signed Copies of Agreement	77
Negotiations, Successor Agreement	77
New Program(s), Involvement in	101
New Programs	101
North Central Association	61
<i>Not Acceptable</i> Evaluation	37
<i>Notice of Vacancy</i>	28
<i>Novi Student Code of Conduct</i>	20

O

Off-Schedule Salary	64, 65
Off-Schedule Salary Payment	64, 65
Option to Health Insurance	70, 71
Option to Health Insurance, Cash	70
Option to Health Insurance, TSA	70
Options, MESSA	72
<i>Other</i> Leave of Absence	58

P

Parent-Teacher Conferences	39, 40, 43
Parking Facilities	74
Part-Time Teacher	26, 29, 66, 67
Payroll Deduction	8, 25, 72
Payroll Deduction, Authorized	16
Payroll Deduction, Dues	8
Payroll Deduction, Fringe Benefit Premium(s)	25
Peace Corps Leave of Absence	56, 57
PERA	2, 5, 77
Performance Contract, Enter	34
Personal Business	47, 50
Personal Business Defined	48
Personal Business Restriction	48

tion	48
Personal Business Time	47, 48, 50
Personal Illness	47, 50
Personal Leave of Absence	56, 57, 58
Personal Property	20, 76
Personnel Files	17, 21
Physician, Area of Specialty	54
Physician, Attending	49, 54, 56
Physician, District	49, 54, 56
Physician, Personal	49, 54, 56
Planning Time	68, 69
Planning Time, Loss of Equalized	69
Planning Time, Scheduled	68, 69
Posting	28
Posting, Length of	28
Preface	1
Pregnancy	50
Pregnancy, Sick Leave Allowance	50
Preparation Period	41, 42, 43
Preparation Period, Elementary	42, 43
Preparation Period, Elementary <i>Special</i> Teacher	43
Preparation Period, Secondary	41, 42
Preparation Time	23, 41, 42, 43
Preparation Time, Elementary	42, 43
Preparation Time, Elementary <i>Special</i> Teacher	43
Preparation Time, <i>Itinerant</i> Teacher	23
Preparation Time, Secondary	41, 42
Preparation Time, <i>Special</i> Teacher	23
Printing of Agreement	77
Probationary Period	37
Probationary Teacher	32, 33, 36, 37, 38
Probationary Teacher, Evaluation of	36, 38
Probationary Year	38
Professional Business	48
Professional Business Time	48
Progressive Discipline	15

Promotion	27, 28
Promotion, <i>Acting Status</i>	28
Promotion, Temporary	28
Public Office Leave of Absence	57
Pupil Conferences	42

Q

Qualifications	4, 22, 27, 28, 29, 30, 31, 32, 33, 55, 57, 59
Qualifications and Assign- ments	22
Qualifications, Substantial	27

R

<i>R and C</i> , Term Defined	71
Ratification	77
Recall of Personnel	26, 28, 33, 34, 57
Recall of Personnel List	26
Recall of Personnel, Notification	33
Recognition	3
Recommendation, Probationary Teacher	38
Reduction of Personnel	29, 32, 33, 34, 61
Reduction of Personnel Notification	32
Representation, Right to	10, 11, 15
Reprimand	16
Reprimand, Administrative	15
Reprimanded	15, 16
Request for Information	6
Responsibility of Board	4, 7, 35, 74
Responsibility of Teacher	4, 20, 43, 55, 73, 76
Responsibility of Teacher, Insurance	73
Responsibility of Teacher, Not	20
Restroom Facilities	74
Return from Leave of Absence	27, 54, 55, 56, 57, 58, 59
Right to Representation	10, 11, 15

S

Sabbatical Leave of Absence	52, 53
Sabbatical Leave, Purpose of	53
Sabbatical Leave, Return from	53
Salary	12, 16, 17, 47, 48, 64, 65, 66, 67
Salary Schedule	24, 25, 61, 64, 65, 66, 68, 69, 87, 88, 89, 101
Salary Schedule Step	53
Salary Schedule, Advanced Degree	101
Salary Schedule, Advanced Degree Waiver	101
Salary Schedule, Experience Credit	34, 66
Salary Schedule, Extra- Curricular	67, 68, 95
Salary Schedule, Higher Track	65
Salary Schedule, Less Than Full-Time Teacher	66
Salary Schedule, Mid-Year Employment	66
Salary Schedule, Part-Time Teacher	66
Salary Schedule, Step	55, 58
Salary Schedule, Step Increase	66
Salary Shared-Time Teaching	24
Salary Statement(s)	17
Salary, Extended Time	61
Salary, Extended Year	65
Salary, Less Than Full-Time Teacher	26
Salary, Long-Term Disability	72
Salary, <i>LTD</i>	72
Salary, Off-Schedule	64, 65, 101, 102
Salary, Off-Schedule Payment	64
Salary, Off-Schedule Reduction	64, 65, 101, 102
Salary, Part-Time Teacher	26
Salary, Payment Method	65
Salary, Sabbatical Leave	52
Salary, Shared-Time Teaching	24
Salary, Summer Classes	68
Salary, Worker's Compensation	48

Scheduled Planning Time,			
Substitute During	68, 69	Sick Days, Pay Unused Days	67, 68
School Calendar	39, 64, 65,	Sick Days, Pregnancy	50
	81, 83, 85	Sick Days, Sick Bank Usage	51
School Psychologist	19, 62	Sick Days, Use of	47
School Social Worker	62	Sick Days, Worker's Compensa-	
Secondary Conferences	39	sation	48
Seniority	25, 26, 27, 29, 30, 32,	Sick Leave Allowance	47, 50, 51
	33, 34, 52, 55, 57, 58	Sick Leave Allowance,	
Seniority Defined	33	Adoption	50
Seniority List	32	Sick Leave Allowance,	
Seniority Status	55, 58	Amount Per Year	47
Seniority, Administrator	34	Sick Leave Allowance,	
Seniority, Filling Vacancy	30	Childbearing	50
Seniority, Layoff	29, 32, 33	Sick Leave Allowance,	
Seniority, Leave of Absence	57, 58	Exhausted	51
Seniority, Less Than Full-		Sick Leave Allowance,	
Time Teacher	26	Less Than Full-Time Teacher	26
Seniority, Part-Time Teacher	26	Sick Leave Allowance, Maxi-	
Seniority, Recall	29, 33	mum Accumulation	47
Seniority, Return from Leave	58	Sick Leave Allowance,	
Seniority, Shared-Time		Miscarriage	50
Teaching	25	Sick Leave Allowance, Not	
Seniority, Tie Breaker Criteria	33	Charged	7, 20, 49
Service Fee	8, 9	Sick Leave Allowance, Part-	
Severance Incentive	67	Time Teacher	26
Severe Weather	46	Sick Leave Allowance, Pay	
Sexual Harassment	5	Unused Days	67, 68
Shared-Time Position	25, 26	Sick Leave Allowance,	
Shared-Time Teacher	24, 25, 26, 67	Pregnancy	50
Shared-Time Teaching	23, 24, 25	Sick Leave Allowance,	
Shared-Time Teaching		Shared-Time Teaching	24, 25
Proposal	23	Sick Leave Allowance, Sick	
Shared-Time Vacancy	25	Bank Usage	51
Sick Bank	51	Sick Leave Allowance, Use of	47
Sick Bank, Accumulation Limit	51	Sick Leave Allowance,	
Sick Bank, Contribution to	51	Worker's Compensation	48
Sick Bank, Regulation of	51	Sick Leave Bank	51
Sick Bank, Usage Criteria	51	Sick Leave Bank, Accumula-	
Sick Days	47, 50, 51	tion Limit	51
Sick Days, Adoption	50	Sick Leave Bank, Contribu-	
Sick Days, Childbearing	50	tion to	51
Sick Days, Exhausted	51	Sick Leave Bank, Regula-	
Sick Days, Maximum Accumu-		tion of	51
lation	47	Sick Leave Bank, Usage	
Sick Days, Miscarriage	50	Criteria	51
Sick Days, Not Charged	49	Signed Copies of Agreement	77
Sick Days, Number Per Year	47	Significantly Changed	
		Programs	101

Similar Employment Prohibition	59	Teacher Responsibility, Insurance	73
Site-Based Committees	102	Teacher Responsibility, Not	20
Site-Based Committees, Representation	102	Teacher Rights	5, 15
Slowdown, Prohibition	78	Teaching Coach	37
Social Worker	19	Teaching Coach, Role of	37, 38
Special Needs Students	62	Teaching Hours	41
Special Teacher	22, 23, 43	Telephone	62, 74
Special Teacher, Parent Conferences	23	Telephone Facilities	62, 74
Special Teacher, Preparation Time	23	Temperature, Building	75
Speech Therapist	62	Temporarily, Term Defined	22
Split Shift	22	Tentative Schedule	22
Staff Meeting Agenda	6	Tenure Act	9, 36, 37, 54
Still-Birth	56	Tenure Act, Long Term Disability Leave	54
Strike, Prohibition	78	Tenure Teacher	36, 37, 38, 63
Student Discipline	19	Tenure Teacher, Evaluation of	38
Student Teacher	63	Termination, Employment	5, 8, 9, 12, 34, 72
Student Teaching Assignments	63	Termination, Extra-Curricular Employment	12
Sub-Contract	34	Transfer	27, 29, 30, 31
Substitute During Scheduled Planning Time	68, 69	Transfer Request	27
Substitute During Scheduled Planning Time, Rate	69	Transfer, Administrative	31
Substitute Teacher	3, 7, 50, 74	Transfer, Frequent	29
Substitute Teacher, Folder for	74	Transfer, Involuntary	23, 27, 29, 30, 31
Successor Agreement	77	Transfer, Other	31
Summer School Assignment	22	Transfer, Reduction of Personnel	29
Summer School Rate	68, 93	Transfer, Voluntary	27, 29
Supersedes	1	Transfer, Voluntary Request	27
Supervisory Teacher	63	Travel Time	22
Supervisory Teacher Compensation	63	TSA	70, 71
Supervisory Teacher, Student Teacher	63		
Suspension	5		

T

Tax Sheltered Annuity	70, 71
Teacher Corps Leave of Absence	56, 57
Teacher Personnel Files	17
Teacher Protection	19
Teacher Responsibility	4, 20, 43,

U

Unsafe Facility	15
Use of Buildings	5

V

Vacancy	25, 27, 28, 30, 31, 33
Vacancy, Filling of	27

Vacancy, <i>Notice of</i>	28
Vacancy, Term Defined	27
Vending Machines	74
Vision Care Insurance	71
Voluntary Layoff Leave of Absence	56, 57, 58

W

Warned	15
Work Day	41, 45
Worker's Compensation	48
Worker's Compensation Act	48

