

**AGREEMENT**  
**BETWEEN THE**  
**NOVI COMMUNITY SCHOOL DISTRICT**  
**AND THE**  
**NOVI EDUCATION ASSOCIATION**  
**MEA/NEA**

**November 6, 2020 – June 30, 2023**



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## **PREFACE**

This Agreement entered into the 6<sup>th</sup> day of November, 2020, by and between the Novi Community School District, hereinafter referred to as the District, the Board, or the Employer, and the Novi Education Association, a voluntary, incorporated association, hereinafter referred to as the Association, affiliated with the Michigan Education Association, hereinafter referred to as the MEA and the National Education Association, hereinafter referred to as the NEA.

The signatories shall be the only parties to this Agreement.

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

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

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

## **WITNESSETH**

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

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

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

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

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

# ARTICLE 1

## RECOGNITION

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

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

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

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

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

## ARTICLE 2

### RIGHTS OF THE BOARD

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

## ARTICLE 3

### ASSOCIATION RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



3. Both parties agree that if the Board imposes a particular style or technique of instruction upon a group of Teachers, or an individual Teacher, this may negatively affect the educational process. However, the Board retains its right and responsibility to make the educational decisions it deems necessary.
4. It is not the intent of this language to interfere with the Board's right to evaluate performance of Licensed Non-Classroom Personnel as outlined in Article 13.

## **ARTICLE 4**

### **PAYROLL DEDUCTIONS**

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

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### A. **Definitions**

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

#### B. **Purpose**

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

#### C. **Procedure**

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

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

If the grievance is at the district level and not building level, the grievance is presented by the Association at Level One to the appropriate District Leader with the same goal to resolve at the lowest level.

If a grievance arises from the action of an authority other than the Principal, appropriate District Leader, or Immediate Supervisor, it shall be filed with the Superintendent or designee at Level Three.

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

- a. Within fourteen (14) days, if the grievance is not resolved informally at Level One, it shall be reduced to writing, on the form provided and

presented to the Principal, appropriate District Leader, or Immediate Supervisor.

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

The Grievant may request Association representation.

- b. Within fourteen (14) days after receiving the written grievance, the Principal, appropriate District Leader, or Immediate Supervisor shall respond in writing.

**3. Level Three:**

- a. Within fourteen (14) days after the delivery of the Principal's, appropriate District Leader's, or Immediate Supervisor's decision, the grievance may be appealed in writing to the Superintendent or his/her designee. Either party may request a meeting to discuss the grievance prior to a decision being made.
- b. Within fourteen (14) days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.

**4. Level Four:**

- a. Within fourteen (14) 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. This level may be waived with mutual agreement of the parties.
- b. Within fourteen (14) days after delivery of the appeal, the Board of Education shall hear the grievance.
- c. Within twenty-one (21) days after the hearing, the Board of Education shall communicate its decision in writing.

**5. Level Five:**

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

Within five (5) days following receipt of notification to seek arbitration, the parties shall meet and attempt to mutually select an arbitrator.

However, if the parties are unable to mutually select an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association (AAA).

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

b. Powers of the Arbitrator-

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

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

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

**D. Time Limits**

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

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

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

Time limits may be extended by written mutual agreement.

**E. Rights to Representation**

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

**F. Miscellaneous**

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

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

## ARTICLE 6

### ADVISORY COMMITTEES

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

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

## ARTICLE 7

### TEACHER RIGHTS

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

1. Teachers are expected to comply with rules, regulations, and directions adopted by the Board, or its representatives, which are not in violation of the provisions of this Agreement.
2. Teachers shall not be required to work in a facility deemed by the appropriate authority to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being. Teachers and children will be relocated if classroom conditions become such as to endanger or be injurious to their health and/or safety and if conditions are prohibitive to the educational process.
3. Teachers shall be entitled to the full rights of citizenship. No religious or political activities of a Teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of each Teacher as long as religious or political activities are not carried on in the school setting during the Teacher's hours of work.
4. Nothing contained in this Agreement shall be construed to deny or restrict a Teacher's right he/she may have under the Michigan Revised School Code or other applicable laws and regulations.
5. In compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, it is the policy of the Novi Community School District, and the Association, that no person shall on the basis of race, color, religion, national origin or ancestry, sex (including sexual orientation or transgender identity), age, disability, height, genetic discrimination, weight, marital or family status, military status, or any other legally protected category be illegally excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program, activity, or service or in employment
6. It is agreed that sexual harassment will not be condoned.

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

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



## B. Discipline

1. No Licensed Non-Classroom Personnel unit member who has completed the probationary period shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the Grievance Procedure (see Article 5). All information concerning a disciplinary action will be made available to the Licensed Non-Classroom Personnel unit member and to the Association. The Board recognizes the concept of progressive discipline for Licensed Non-Classroom Personnel unit members who have completed the probationary period.
  - a. When a Licensed Non-Classroom Personnel unit member is being reprimanded, warned or disciplined, he/she has the right to have an Association Representative present.
  - b. Information from anonymous sources (unknown to the Licensed Non-Classroom Personnel unit member) shall not be used as the sole basis for disciplinary action. The Licensed Non-Classroom Personnel unit member shall be provided the opportunity to sign the material to indicate awareness but not necessarily agreement.
  - c. Abuses of sick leave or other leaves, chronic tardiness or absence, deficiencies in professional performance or other violations of discipline by a Licensed Non-Classroom Personnel unit member may lead to disciplinary action by the Board. The Board shall notify the Licensed Non-Classroom Personnel unit member, in writing, of the alleged deficiency. The Board shall indicate, in writing, the expected remedy and indicate the length of time to accomplish it.
2. No Licensed Non-Classroom Personnel unit member shall be subjected to administrative reprimand while in the presence of students, parents, non-supervisory District personnel or any Teacher(s). No administrator will discuss, indiscriminately with other personnel, any alleged deficiencies outside the presence of the Licensed Non-Classroom Personnel unit member(s).
3. At any time during a conference with an administrator if a Teacher perceives he/she is being reprimanded or intimidated, he/she may adjourn the conference until an Association Representative is available to participate in the conference in an advisory capacity.

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

## ARTICLE 8

### TEACHER PERSONNEL FILES

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

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

## ARTICLE 9

### TEACHER PROTECTION AND STUDENT DISCIPLINE

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

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

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

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

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

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

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

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

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

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

obligations regarding the handling of the alleged incident by law enforcement and/or judicial authorities, it will do so.

- 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 leave allowance days as a result of an injury received while in the course of his/her employment.

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

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

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

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

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

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

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

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

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

## ARTICLE 10

### QUALIFICATIONS AND ASSIGNMENTS

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

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

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

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

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

- E. **Itinerant Teaching Assignments**

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

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

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

The Teacher day shall be no longer than what is specified in Article 15 Section A of this Agreement.

- F. **Shared-Time Teaching Assignments**

- 1. Shared-time teaching shall be defined as two (2) Teachers sharing one (1) teaching assignment.

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

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

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

- b. Two (2) Teachers teaching a pro-rata share of one (1) Teacher's annual teaching assignment will receive the same pro-rata portion of the full-time salary.
  - c. Two (2) elementary (K-4) Teachers sharing a position, either for the morning or for the afternoon will receive fifty percent (50%) of their full salary.
  - d. Two (2) Itinerant Teachers sharing an assignment will receive a pro-rata salary according to the number of days taught.
6. Teachers teaching on a shared-time teaching assignment will receive an equal number of 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 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 leave allowance days and will have deducted a pro-rata day for each day absent.

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

7. The Board will pay a pro-rata portion of the Board's contribution toward premiums for fringe benefits (see Article 25) made available to full-time Teachers equal to the percentage of their shared-time teaching assignment, e.g., forty percent (40%) of the Board's contribution toward a full-time teaching assignment equals forty percent (40%) premiums paid for shared-time Teachers. Shared-time Teachers desiring full fringe benefits will authorize payroll deductions for their share of the fringe benefit premiums.
8. Each Teacher participating in a shared-time teaching assignment will be granted a pro-rata year of seniority (see Article 12).
9. Each Teacher participating in a shared-time teaching assignment will be granted a full year of credit on the Salary Schedule (Appendix B-1).
10. Teachers participating in a shared-time teaching assignment must give notice of their intention to return to a full-time assignment by March 15.

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

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

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

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



## **ARTICLE 11**

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

#### **A. Vacancies**

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

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

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

Classroom Personnel unit members in the three above listed categories have been placed, voluntary transfer requests will be considered.

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

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

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

## **B. Promotions**

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

## **C. Postings**

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

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

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

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

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

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

#### **D. Transfers**

1. **Reduction:**

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

2. **Voluntary:**

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

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

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

3. **Involuntary:**

- a. An involuntary transfer is defined as the transfer of a Licensed Non-Classroom Personnel unit member from one (1) school building to another

school building without the approval, or over the expressed objection, of the Licensed Non-Classroom Personnel unit member.

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

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

4. **Other:**

In the best interest of the Licensed Non-Classroom Personnel unit member, the Superintendent, or his/her designee, may approach the Association to request the transfer of the Licensed Non-Classroom Personnel unit member to an existing vacancy. Before the transfer is made, consent must be given by the President of the Association and the Licensed Non-Classroom Personnel unit member

involved. It is understood that said transfer may not, in any way, be construed as a disciplinary action.

## ARTICLE 12

### REDUCTION IN LICENSED NON-CLASSROOM PERSONNEL

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

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

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

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

Seniority position shall be based on the criteria listed in Section F of this Article.

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

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

- a. certification (license, approval or authorization) and qualification
  - b. seniority
2. Second-year probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
    - a. certification and qualification
    - b. seniority
  3. Third-year probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
  4. Fourth-year probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
  5. Non-Probationary Licensed Non-Classroom Personnel shall be laid off as provided above.
  6. A Licensed Non-Classroom Personnel unit member who has completed the probationary period and who is identified for possible layoff, and not reassigned to a position, shall be entitled to assume the position tentatively assigned to the least senior Licensed Non-Classroom Personnel unit member in the school district for which the he/she is certified (licensed, approved or authorized) and qualified. Any Licensed Non-Classroom Personnel unit member who has completed the probationary period and who is consequently displaced from his/her tentative assignment shall be entitled to exercise this same procedure to secure an assignment, if available.
- F. As used in this Article, seniority shall mean the total length of continuous certificated service with the Board, but deleting any unpaid leave(s) excluding FMLA leave. The computation shall be made based upon the Teacher's effective date of employment.

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

1. The Teacher with the greatest number of years as a Teacher shall have greater seniority.
2. If equality prevails in sub-section 1, above, the Teacher with the highest degree level and additional hours beyond his/her degree shall have greater seniority (Masters Degree +30, Masters Degree +15, Masters Degree, Bachelors Degree +15, Bachelors Degree).



3. If equality prevails in sub-section 2, above, the Teacher possessing the lowest number of the last four (4) digits of his/her social security number shall have greater seniority.

G. Recall of Licensed Non-Classroom Personnel shall be based upon seniority, provided that the recalled employee is certified and qualified for the vacancy to which he/she is recalled. Laid off Licensed Non-Classroom Personnel shall only be subject to recall for three years from the effective date of their layoff.

H. Each Licensed Non-Classroom Personnel unit member, being recalled, may be notified in person, by phone or by e-mail. If the Licensed Non-Classroom Personnel unit member cannot be contacted by those means, notification shall be sent, certified mail, return receipt requested, to the last known address. A Licensed Non-Classroom Personnel unit member is responsible for leaving and maintaining current contact information with the District (e-mail, address and phone number) as a condition to continued eligibility for recall under this Agreement.

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

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

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

I. Administrator Association Seniority

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

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

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

J. For the duration of this Agreement, the Board shall not enter into any performance contract or subcontract services performed by licensed non-classroom personnel which would result in the reduction of present positions. This restriction does not apply to any

decision to reorganize such services at Oakland ISD under the provisions of the Revised School Code

## ARTICLE 13

### **EVALUATION OF LICENSED NON-CLASSROOM PERSONNEL**

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

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

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

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

1. **Forms:**

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

- e. Each new Licensed Non-Classroom Personnel unit member shall be provided a copy of the Novi Community School District Handbook on Evaluation prior to September 1 of the school year.

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

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

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

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

additional evaluative observation (s). The results of the observation(s) shall become a part of his/her personnel file (see Article 8).

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

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

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

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

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

## **B. Mentor**

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

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

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

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

It shall be the duty of the Teaching Mentor to:

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

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

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

January 30

May 15

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

May 1

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

May 31

## **ARTICLE 14**

### **SCHOOL CALENDAR**

- A. An electronic copy of the School Calendar will be provided each year. There shall be no deviation from, and/or change in, the School Calendar, except by mutual agreement of the parties, or to meet the applicable State law and/or regulations regarding pupil instructional requirement(s) or, if necessary, to receive full State Aid.

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

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

5. Parent-Teacher Conference for different levels will not be scheduled on the same evenings (e.g., High School and Middle School on the same night).

7. **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

**E. Professional Staff Development**

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



## ARTICLE 15

### TEACHING HOURS AND CLASS LOAD

A. The teacher workday shall be up to seven (7) hours and twelve (12) minutes. Teachers shall be on duty 10 minutes prior to the start of and 10 minutes after the end of the academic day.

1. The Board and the Association agree that Teachers have professional duties to attend to before and after the academic day. In view of this, efforts shall be made to minimize all non-essential, non-teaching duties which might occur before or after the academic day.

2. Teachers will perform bus supervision duty as required by the Principal, which may include Fridays or days preceding a holiday(s) or break/recess period(s).

B. During the work day, a Teacher who is involved in negotiations, the Grievance process and/or arbitration hearings, shall be released without loss of compensation.

C. The normal teaching load at the 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.

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

1. The High School academic day shall be 8:00 a.m. – 2:44 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 8:30 a.m. – 3:11 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 7:30 a.m. – 2:22 p.m., insofar as is reasonably possible, with a forty (40) minute duty-free, uninterrupted lunch period.

4. Start and end times may be changed to add state mandated hours/minutes or to accommodate a change in the transportation schedule, however the teacher work day will remain at seven (7) hours and twelve (12) minutes unless unavoidable when providing optimal supervision for students.

5. Preparation periods shall be used for pupil-Teacher conferences, parent-Teacher conferences, class preparation and evaluation or any other professional duty deemed appropriate by the Administration. In the event that MTSS or Special Education meetings are scheduled during a Teacher's planning time, refer to Article 24, Section P, for clarification.

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

6. The length of the school day can be extended by the Board in the event the District is failing to satisfy the minimum number of hours of instruction required by State law and/or regulation.
  7. There shall be no change in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.
  8. No High School or Middle School Teacher may be assigned to more than five (5) classes, without prior notice to the Association and the Teacher.
  9. No Teacher at Novi Meadows may be assigned to more than six (6) classes, without prior notice to the Association and the Teacher.
  10. In the event that an ancillary staff member is required to cover for the extended absence of an ancillary colleague, refer to Article 15, Section H for clarification on compensation.
  11. Consistent with available funds and facilities, the Board will make every effort to provide a minimum of 275 minutes per week of preparation time for teachers assigned to Novi Meadows.
- D. The normal teaching load in the elementary schools will not exceed five and one-half (5 1/2) hours of pupil contact, one (1) 40 minute duty free lunch and one (1) 55 minute unassigned preparation period per day.
1. The elementary school academic day shall be 9:00 a.m. - 3:52 p.m., insofar as is reasonably possible; with a forty (40) minute duty-free, uninterrupted lunch period unless the Association and Board agree otherwise.
  2. Start and end times may be changed to add state mandated hours/minutes or to accommodate a change in the transportation schedule, however the teacher work day will remain at seven (7) hours and twelve (12) minutes unless unavoidable when providing optimal supervision for students.

3. Preparation periods shall be used for pupil-Teacher conferences, parent-Teacher conferences, class preparation and evaluation or any other professional duty deemed appropriate by the Administration.

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

4. The length of the school day can be extended by the Board in the event the District is failing to satisfy the minimum number of hours of instruction required by State law and/or regulation.
5. There shall be no changes in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.
6. When elementary students are attending special classes such as P.E., art, and music, and not in attendance with their regular classroom teacher, the classroom teacher may use that time for preparation.

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

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

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

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

1. daily preparation;
2. attendance at up to three staff/department/grade level/PLC meetings per month with no more than twenty-four (24) over the course of the year (excluding meetings called to address emergencies); type of meeting (staff/department/grade level/PLC) will be determined by the building administrator as he/she evaluates the needs of the building; one meeting per month must be a PLC;

3. attendance at four (4) evening events which could include Open House, Curriculum Night and Parent-Teacher conferences; as an example, not to exceed ten (10) hours;
  - a. When an employee covered by this Agreement is asked to attend both the required school Open House and an additional Sensory Open House event, he/she will be compensated fifty dollars (\$50) for attending the Sensory Open House. The requesting administrator may allow the employee to attend the Sensory Open House instead of the required Open House for no additional compensation.
  
4. Teachers will be encouraged to attend:
  - a. PTO, Mother's Club, or other parent group meetings.
  - b. public performances of children in plays, concerts, athletic activities, or other Co-curricular activities.
  - c. Board of Education meetings.
  
- F. Teachers, whose time is split between two (2) schools by nature of their assignment, shall be assigned to one (1) building for purposes of attendance at building staff meetings, except upon special request from the second building administrator.
  
- G. If a Teacher is to provide substitute teaching services during his/her planning time, (see Section C or D above), he/she shall receive additional compensation at the hourly rate (see Article 24, Section P) for each teaching period beyond the normal teaching load.
  
- H. If a Teacher is scheduled to teach more than the normal teaching load for over five consecutive instructional days (see Sections C or D, above), he/she shall receive additional compensation at his/her hourly rate (see Article 24, Section C).
  
- I. Teachers who voluntarily agree to work two (2) days in August to administer Kindergarten assessments will receive the District Sanctioned Curriculum hourly rate of pay for hours worked (Appendix B-2). Current Kindergarten Teachers will be given preference for this work. In the event there is not adequate staffing by current Kindergarten Teachers, consideration will be given to other District Teachers with early elementary experience.
  
- J. All Teachers shall be entitled to a duty-free uninterrupted lunch period (see Sections C and D, above).
  
- K. In unique situations as determined by the building/department administrator, Secondary (7-12) ELA teachers may request one (1) Release Day per school year, in coordination

with their building administrator, during times of high volume paperwork required with strict timelines; for example, summative essays that require a substantial amount of feedback, or for work products that are to be used for outside organizations such as the College Board (Advanced Placement) or the International Baccalaureate Organization.

#### L. **Overages**

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

There shall be a joint Overage Committee established by the Association President and the Assistant Superintendent of Finance or his/her designee. This committee will meet as needed to determine the count dates for each semester and to preview/review class codes and counts, overage data, special circumstances, etc.

Each semester, overages will be compensated at \$2.75 per student per class period according to the charts below at MS and HS. At NM at the end of each semester (7-12 calendar), classroom Teachers will be compensated at \$2.85 per student per class period for Specials, \$3.75 per student per class period for Math and ELA, and \$3.00 per student per class period for Science and Social Studies, according to the charts below. At the K-4 level, at the end of each semester (7-12 calendar), classroom Teachers will be compensated at \$15.75 per day for each student according to the charts below and \$2.75 per student per class period for Specials.

For each semester, three dates will be used to determine class counts. One of the dates used for the fall semester will be the State of Michigan Fall Count Day, and one of the dates used for the winter semester will be the State of Michigan Winter Count Day. The two other dates per semester will be agreed upon by the Overage Committee. For the purpose of determining overages of classes that are only a quarter in length, five dates (per semester) may be determined by the Committee. The class counts listed on these dates will be averaged to determine the pay for any teacher with an overage. These counts can be found through using MISStar or a similar attendance/pupil accounting program.

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

Class enrollment data will be pulled for the specified count dates within a week of the end of the semester. Once overage submissions are verified by building and district administration, they will be submitted to Payroll for compensation. Building

administration will have the overage amounts for the staff in their buildings to view for verification.

**Overage Compensation Summary by Building Level**

<b>Building Level</b>	<b>Rate</b>
K-4	\$15.75/student/instructional day
K-4 Specials	\$2.75/student/class/instructional day
Novi Meadows Specials	\$2.85/student/class/instructional day
Novi Meadows Math & ELA	\$3.75/student/class/instructional day
Novi Meadows Science & SS	\$3.00/student/class/instructional day
Middle School	\$2.75/student/class/instructional day
High School	\$2.75/student/class/instructional day

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

<b>Subject</b>	<b>Maximum Number of Students</b>	<b>Overage Compensation Begins At</b>
K – 2	25	26
3 – 4	28	29
5 – 6	28	29 in a single period
7 – 8	29	30 in a single period
9 – 12	30	31 in a single period

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

<b>Grade</b>	<b>Maximum Number of Students</b>	<b>Overage Compensation Begins At</b>
7-12 Science	26	27 in a single period
7-8 Math, Social Studies	28	29 in a single period

The parties agree that an attempt will be made to meet the following specialty/elective classroom pupil-Teacher ratios:

<b>Subject</b>	<b>Maximum Number of Students</b>	<b>Overage Compensation Begins At</b>
K-2 Specials	25	26 in a single period
3-4 Specials	28	29 in a single period
9-12 Ceramics/Jewelry	26	27 in a single period
7-12 Career/Technical	26	27 in a single period
7-12 Computers	29	Firm Maximum/No Overages
7-12 Nutrition, Foods, Sewing, and Health	26	Firm Maximum/No Overages
7-12 Physical Education	37	38 in a single period
7-12 ESL Sheltered & Self Contained	25	26 in a single period
9-12 Dance	25	26 in a single period
7-12 Band/Orchestra/Choir	No limit	N/A
7-12 ELA	28	29 in a single period
MS/HS Media Technology	26	27 in a single period

- M. Efforts shall be made to equalize the distribution of mainstreamed special education students, consistent with the practice of providing the least restrictive environment.
- N. A committee comprised of Novi EA teachers and administrators will convene to examine the class maximums. If the committee agrees upon changes, these will be reflected in a Letter of Agreement and shared with the membership.

## **ARTICLE 16**

### **CONTINUITY OF OPERATIONS**

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

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

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

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



## ARTICLE 17

### ABSENCE POLICIES

#### A. Definition and Proper Use of Leave Days

1. Leave Days are a benefit provided to the Teacher and should be used professionally and during a time of need.
  - a. Proper use of Leave Days as Personal Illness or Family Illness may include, but are not limited to, personal illness, temporary physical disability of a Teacher, illness in the immediate family, or temporary physical disability of an immediate family member.
  - b. Leave Days may also be used for personal business. Leave Days used as Personal Business Days may be used for personal or private business such as a major life event (birth, marriage, graduation out of state, or closing on a house, etc.). Personal Business Days are to be used for a reason beyond the control of the individual, and needed for a legitimate activity that can be accomplished only during school hours. Prearranged Personal Business Days shall not be taken in the first or last week of the school year or within one (1) day before or after a break/recess period. Teachers planning to use a Personal Business Day(s) shall notify their Principal at least one (1) day in advance, except in cases of emergency.
  - c. When there are circumstances beyond the control of the Teacher that warrant a request to use a Personal Business Day during a prohibited time, the Teacher shall submit a request form, *Request for Personal Business Day During a Prohibited Time*. The request form is located on the District website in Staff Links under Human Resources. A joint committee of NCSD administrators and Novi EA members, to include the Assistant Superintendent of Human Resources, the Novi EA President and other members mutually agreed upon by both parties, will evaluate these requests.
  - d. Leave Days are not to be used for vacation.
  - e. Should a teacher's absence exceed two consecutive days, administration may request documentation verifying the absence (home repair bill, physician note, etc.). Administration may also discuss with staff when they notice a pattern of concern with their use of Leave Days even if the employee does not exceed the annual contractual amount of days.
2. At the beginning of each school year all Teachers and all new hires shall be credited with fourteen (14) Leave Days of which three (3) days may be used for

Personal Business. Leave Day Banks will be prorated for partial FTE's and less than a full year of employment due to a late hire or early departure.

3. Immediate family of the Teacher shall be defined as: spouse, parents, child(ren), siblings, grandparents, grandchildren, and step-relatives of both the Teacher and the Teacher's spouse as well as others approved by the Superintendent or his/her designee.
4. In addition to the above Leave Days, a teacher shall be allowed up to three (3) days for any death in the immediate family as well as other family members approved by the Superintendent or his/her designee.

In extenuating circumstances, additional days may be granted.

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

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

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

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

C. **Professional Business**

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

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

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

D. **Worker's Compensation**

Absence due to injury, illness, or disease incurred in the course of the Teacher's employment shall not be charged against the Teacher's accumulated Leave allowance, unless the Board pays to the Teacher the difference between the Teacher's salary and the

benefits received under the Michigan Worker's Compensation Act for the duration of the accumulated sick leave allowance.

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.

E. **Legal Proceedings**

1. **Jury Duty:**

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

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

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

2. **Employment Related:**

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

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

F. Notification of an absence shall be made in a manner determined by the Administration.

G. The Board may require proof of illness by the statement of a doctor if the illness exceeds three (3) consecutive days.

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

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

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

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

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

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

- K. Foster Care Leave

- 1. Any teacher who is a foster parent shall have the option to utilize up to thirty (30) days, if available, from their accumulated Leave Day Bank.
- 2. Foster Care Leave is to be used once unless permission has been granted by the Superintendent or his/her designee.

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

## **ARTICLE 18**

### **SICK LEAVE BANK**

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

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

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

## ARTICLE 19

### LEAVES OF ABSENCE

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

**B. Leaves of Absence Without Pay**

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

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

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

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

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

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

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

**b. Child Care Leave of Absence**

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

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

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

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

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

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

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

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

c. **Family and Medical Leave Act**

- (1) Pursuant to the Family and Medical Leave Act as amended, an employee with more than one (1) year of employment and who works over 1250 hours per year shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for the purposes permitted under that enactment.
- (2) The Board of Education will continue to contribute its portion of premium payments for health care benefits (as specified in Article 25 of this Agreement) up to twelve (12) weeks for an employee who has been granted a leave pursuant to the Federal Family and Medical Leave Act. If the teacher voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
- (3) The employee shall first use eligible accrued paid leave pursuant to the terms of Article 17. The remainder of any leave time will be unpaid.
- (4) The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
- (5) Upon request, the teacher shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the teacher examined by a physician of the District's selection at District expense.

d. **Military Leave**

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

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

e. **Additional Leaves of Absence Without Pay**

Upon a written request by March 15, a Teacher who has been employed for at least two (2) consecutive years in the District, may be granted a



leave without pay for up to one (1) year provided the request is approved by the Board of Education and is for one (1) of the following purposes:

(1) **Personal Leave**

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

(2) **Exchange Teaching Leave**

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

(3) **Military Teaching Leave**

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

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

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

(5) **Public Office Leave**

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

(6) **Association Office Leave**

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

(7) **Voluntary Layoff Leave**

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

An eligible Licensed Non-Classroom Personnel unit member is any Licensed Non-Classroom Personnel unit member not currently on

layoff and whose position may be filled by someone on the layoff list who is qualified and certified to fill that position.

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

- (a) A Voluntary Layoff Leave, if granted, may commence at the beginning of the school year and must terminate at the end of that school year. In the event circumstances requiring the layoff change and it is necessary to recall (see Article 12) the Licensed Non-Classroom Personnel unit member who is on a Voluntary Layoff Leave shall either return to his/ her former position or request to be placed on Personal Leave of Absence [see ¶ e(1), above]. His/Her return shall be determined by the provisions of that leave (see Section E, below).
- (b) If the Licensed Non-Classroom Personnel unit member on a Voluntary Layoff Leave does not return to his/her former position, or requests to be placed on a Personal Leave of Absence [see ¶ e(1), above, the Board shall interpret this as a resignation.
- (c) A Voluntary Layoff Leave will be granted for only one (1) school year. A Licensed Non-Classroom Personnel unit member that replaces the Licensed Non-Classroom Personnel unit member on a Voluntary Layoff Leave shall remain in that Licensed Non-Classroom Personnel unit member's assignment for the duration of the leave.
- (d) At the expiration of the one (1) school year, the Licensed Non-Classroom Personnel unit member on a Voluntary Layoff Leave shall return, resign or request some other leave status by March 15 preceding the expiration of the leave.

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

- (e) If, upon returning from a Voluntary Layoff Leave, and if the circumstances which necessitated the layoff (see Article

12) are still prevalent and the Licensed Non-Classroom Personnel unit member is still eligible for a Voluntary Layoff Leave, the he/she may request another Voluntary Layoff Leave as provided in this Article.

- (f) Any eligible Teacher not currently on layoff and whose position may be filled by someone on the layoff list who is qualified and certified to fill that position, may be granted a Voluntary Layoff Leave at the discretion of the Board.

**C. Extension of Leave of Absence Without Pay**

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

**D. Return from Leave Of Absence Without Pay**

Teachers on leave who wish to resume employment with the District shall notify the Superintendent, or his/her designee, by March 15 for the beginning of the school year or by November 1 for the beginning of the second semester.

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

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

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

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

**F. Sabbatical Leave**

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

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

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

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

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

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

3. **Purpose of Sabbatical Leave:**

- a. Sabbatical Leave is given to Teachers to permit them to improve their ability to render educational service. The improvement is usually achieved by formal study, research and travel.

- b. The following information shall be presented in the application:

- (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, upon returning from a Sabbatical Leave, shall be restored to his/her former position, or to a position of like nature and status, and shall be placed at the same position on the Salary Schedule (Appendix B-1) as if he/she had taught in the District during the period of the Sabbatical Leave.

## ARTICLE 20

### CONTENT AREA LEADERS

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

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

## **ARTICLE 21**

### **COUNSELING**

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

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

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



## **ARTICLE 22**

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

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

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

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

## **ARTICLE 23**

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

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

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

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

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

## **ARTICLE 24**

### **COMPENSATION**

- A. The Salary Schedule (Appendix B-1) will be based upon the regular School Calendar and the normal teaching assignment as defined in Article 15.
- B. The basic salaries of the Teachers covered by this Agreement are set forth in Appendix B-1 which are attached to and incorporated in this Agreement.

**2020-2021** Teachers who are eligible for step advancement shall advance one (1) step on the Appendix B-1 Salary Schedule. Eligible Teachers on Step 28 will receive an increase of \$500, off-schedule.

**2021-2022** Wage Reopener (The Step 28 off-schedule amount of \$500 remains at \$500 and is only paid in the event the joint bargaining teams arrive at a wage freeze).

**2022-2023** Wage Reopener

Upon hire, the Teacher will complete the Pay Schedule Election Form indicating which salary pay option they choose, (20) or twenty-four (24) payments, to be paid twice a month as determined by the District. Once an election has been made, it cannot be changed until the following year (except in cases of emergency) and will remain in effect for all future years unless a new election form is completed by the employee.

Application for placement on a higher track of the Salary Schedule (Appendix B-1) shall be made by September 10 or February 10 of the school year. Pay will be adjusted to the first day of the school year for requests submitted and document by September 10<sup>th</sup>. Pay will be adjusted to the first day of the second semester for requests submitted and documented by February 10<sup>th</sup>.

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

- C. A Teacher's hourly rate shall be determined by dividing the Teacher's basic salary for the year by the number of Teacher workdays, as stated on the applicable School Calendar 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, he/she will be notified by April 1.

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

- E. Newly employed Teachers may be granted up to eight (8) years credit on the Salary Schedule (Appendix B-1) for full years of outside teaching experience in any school District in the State of Michigan and other teaching experience for which credit is allowed. Teaching experience shall be pertinent to the position for which the Teacher is employed.
- F. Additional relevant experience may be considered when placing a newly employed Teacher on the Salary Schedule (Appendix B-1). The added experience must be part of his/her certification(s). The combined total granted for teaching experience and other relevant experience will not exceed eight (8) years.
- G. At the beginning of the next school year, all Teachers hired at mid-year, or at the end of the first semester, shall be allowed one-half (1/2) year of experience credit on the Salary Schedule (Appendix B-1).

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

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

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

**I. National Board Certification**

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

Employees assigned as social workers, school psychologists, or speech and language pathologists who hold National Certification in their respective fields (C-SSWS – school social worker; NCSP – school psychologists; ASHA – Speech/Language pathologists;), shall have their pay increased by \$1,000 as long as their certificate remains valid.

**J. Doctorate (PhD, EdD)**

Any teacher who successfully completes a doctoral program in the field of education and earns their degree shall have their pay increased by \$1000 per year.

**K. Pay for Unused Leave Days Upon Severance of Employment**

The following criteria shall apply for the payment of unused accumulated Leave 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 Leave Days. Teachers retiring at the end of the first or second semester must notify the District of their intent no later than October 15<sup>th</sup> or March 15<sup>th</sup> respectively. Teachers who retire prior to the end of either semester must notify the District of their intent at least ninety (90) calendar days before their effective retirement date.

2. At the time of severance, a Teacher with an accumulation of 151 through 200 Leave Days days will be compensated for sixty-five (65) of the days at a rate of \$100 per day; or

At the time of severance, a Teacher with an accumulation of 121 through 150 Leave Days days will be compensated for sixty (60) of the days at a rate of \$85 per day; or

At the time of severance, a Teacher with an accumulation of 80 through 120 Leave Days days will be compensated for fifty-five (55) of the days at a rate of \$80 per day.

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

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

M. 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.

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

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

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

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

Any Teacher who loses three or more planning periods during the school year due to scheduled special education or MTSS meetings, mandatory PD (not including half or full day PD sessions), or other student-related meetings required during a Teacher's planning time by administration shall be compensated one hundred percent (100%) of the hourly rate calculated on the Master's Salary Schedule track (Appendix B-1), Step 1, beginning on the third missed planning period.

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

R. **Unemployment**

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

## ARTICLE 25

### INSURANCE PROTECTION

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

The Board agrees to contribute on behalf of the full-time, actively employed Teacher (pro-rated for less than 1.0 FTE) for health care insurance benefits as provided below. Amounts contributed by the District will be updated annually and posted on the NCSD Transparency Dashboard under Health Care Benefits.

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

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

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

- A. MESSA Choices II Health Insurance:
- B. MESSA Choices II with 10% Co-Insurance
- C. MESSA ABC Plan 1 (HSA):
- D. MESSA ABC Plan 1 with 10% Co-Insurance

\*In the event that there are changes in the minimums for the ABC Plan 1, then it shall be increased consistent with state and federal law.

These monthly District paid amounts shall adjust on January 1 of each year to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

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

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

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

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

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

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

**B. Dental Plan**

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

**Plan A:**

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

**Plan B Coordination Plan:**

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

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

**C. Vision Plan Insurance**



Vision benefits shall be as follows:

Examination	100% for participating providers; up to \$55 for non-participating providers: once every 12 months
Lenses: Participating Providers	100% standard glass or plastic for participating providers; once every 12 months
Lenses: Non-Participating Providers	
Single Vision Lenses	up to \$73 (non-participating providers); once every 12 months
Bifocal Lenses	up to \$84 (non-participating providers); once every 12 months
Trifocal Lenses	up to \$100 (non-participating providers); once every 12 months
Lenticular Lenses	up to \$110 (non-participating providers); once every 12 months
Frames	once every 12 months; retail allowance up to \$50 (20% discount off-balance) for participating providers; up to \$50 for non-participating providers
Contact Lenses	once every 12 months; in lieu of lenses and frame up to \$80 retail (15% discount conventional or 10% disposable off-balance) for participating providers; up to \$80 for non-participating providers
Medically Necessary Contact Lenses	covered 100% for participating providers; up to \$220 for non-participating providers; once every 12 months

**D. Group Term Life Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- K. Insurance coverage begins the month in which the Teacher is hired and ends the month in which the Teacher's employment terminates.

## ARTICLE 26

### MISCELLANEOUS PROVISIONS

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

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

- B. Upon request of the Association, vending machines shall be installed in the Teacher's lounge areas.
- C. Private telephone facilities shall be made available in each building for communication with parent(s)/guardian(s).
- D. Every reasonable attempt will be made to provide adequate lunchroom, lounge, and restroom facilities in all buildings.
- E. Adequate off-street, paved, parking facilities identified for staff use shall be provided. The facilities shall be properly maintained and protected.
- F. The Board agrees to maintain an adequate list of substitute teachers. The building Principal shall inform his/her Teachers of the absence reporting procedures. It shall be the responsibility of the Board to arrange for a substitute teacher, unless classes are unable to be covered due to late call-in, unusual amount of absences, substitute teacher shortage, etc. Principals and Teachers will work together to adequately serve the students.
- G. 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
  4. the location of necessary materials
- H. 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.

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

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

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

- J. The Board shall provide a Teacher reference library in each building and include appropriate texts which are requested by the Teachers in that building.
- K. The Board agrees to make available, in each building, adequate word processing and copying facilities to assist Teachers in the preparation of instructional materials.
- L. The Board shall provide:
1. a desk in each classroom and in each Teacher office
  2. closet space for each Teacher to store coats, overshoes/boots and personal articles
  3. chalkboard space and/or whiteboard
  4. copies, for each Teacher's use, of all texts used in each of the courses the Teacher is to teach
  5. storage space in each classroom for instructional materials
  6. material required in the Teacher's daily teaching responsibility
  7. access to a computer for use in recording and reporting student attendance, grades, report cards, and other reports; reading/responding to e-mail communications from parents, staff and administration; and other functions associated with the Teacher's job responsibilities
- M. The Board shall reimburse the Teacher up to a limit of \$200 per incident for the loss, damage, or destruction of personal property which was previously approved by the Superintendent, or his/her designee, for the Teacher to use in his/her teaching assignment.

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

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

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

## **ARTICLE 27**

### **NEGOTIATION PROCEDURES**

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

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

## **ARTICLE 28**

### **NO STRIKE**

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



## ARTICLE 29

### DURATION OF AGREEMENT

This Agreement shall be effective as of November 6, 2020, and shall continue in effect until the end of the day on June 30, 2023.

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

Dated this sixth day of November, 2020.

#### NOVI COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

#### NOVI EDUCATION ASSOCIATION

\_\_\_\_\_  
**Danielle Ruskin**  
President

\_\_\_\_\_  
**Heather Burnside**  
President

\_\_\_\_\_  
**Willy Mena**  
Secretary

\_\_\_\_\_  
**Grat Dalton**  
Executive Director, MEA

#### Novi Community School District Board of Education

Paul Cook	Mary Ann Roney
Kathy Hood	Danielle Ruskin
Willy Mena	Tom Smith
Bobbie Murphy	

#### Negotiation Teams

##### Novi Education Association

Heather Burnside  
Matt Burry  
Kim Osmonson  
Lizz Szkrybalo  
Heather Thompson  
Lisa Rice, Secretary  
Grat Dalton, MEA

##### Novi Community School District

Gary Kinzer  
Steve Matthews  
Greg McIntyre  
R.J. Webber

## **APPENDIX A**

### **NEA CALENDAR**

An electronic copy of the NEA Calendar will be provided each year. Printed copies will be available upon request.

APPENDIX B-1

2020-2021 SALARY SCHEDULE - HIRED BEFORE JULY 1, 1996

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$39,779	\$41,361	\$43,700	\$44,974	\$46,309
2	42,080	43,817	46,589	47,824	49,206
3	44,382	46,273	49,477	50,674	52,102
4	46,683	48,729	52,366	53,524	54,999
5	48,985	51,186	55,254	56,374	57,895
6	51,286	53,642	58,142	59,225	60,791
7	53,588	56,098	61,031	62,075	63,688
8	55,889	58,554	63,919	64,925	66,584
9	58,191	61,011	66,807	67,775	69,481
10	60,492	63,467	69,696	70,625	72,377
11	62,793	65,923	72,584	73,476	75,273
12	65,095	68,379	75,472	76,326	78,170
13	67,396	70,835	78,361	79,176	81,066
14	69,698	73,292	81,249	82,026	83,963
15	72,513	76,312	84,752	85,504	87,507

LONGEVITY STEPS

16	74,401	78,299	86,960	87,733	89,786
17	74,913	78,837	87,558	88,337	90,403
18	75,423	79,375	88,155	88,941	91,019
19	75,935	79,913	88,753	89,546	91,636
20	76,445	80,451	89,351	90,150	92,252
21	76,957	80,988	89,949	90,753	92,869
22	77,467	81,526	90,546	91,357	93,485
23	77,979	82,064	91,144	91,962	94,102
24	78,489	82,602	91,743	92,566	94,718
25	79,001	83,140	92,341	93,170	95,335
26	79,512	83,678	92,939	93,774	95,951
27	80,023	84,215	93,536	94,378	96,568
28	80,941	85,181	94,603	95,443	97,679

**2020-2021 SALARY SCHEDULE - HIRED AFTER JUNE 30, 1996**

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$39,779	\$41,361	\$43,700	\$44,974	\$46,309
2	42,080	43,817	46,589	47,824	49,206
3	44,382	46,273	49,477	50,674	52,102
4	46,683	48,729	52,366	53,524	54,999
5	48,985	51,186	55,254	56,374	57,895
6	51,286	53,642	58,142	59,225	60,791
7	53,588	56,098	61,031	62,075	63,688
8	55,889	58,554	63,919	64,925	66,584
9	58,191	61,011	66,807	67,775	69,481
10	60,492	63,467	69,696	70,625	72,377
11	62,793	65,923	72,584	73,476	75,273
12	65,095	68,379	75,472	76,326	78,170
13	67,396	70,835	78,361	79,176	81,066
14	69,698	73,292	81,249	82,026	83,963
15	72,513	76,312	84,752	85,504	87,507

**LONGEVITY STEPS**

16	74,230	78,119	86,760	87,530	89,581
17	74,569	78,477	87,157	87,932	89,993
18	74,909	78,835	87,552	88,333	90,405
19	75,248	79,194	87,950	88,735	90,816
20	75,587	79,550	88,347	89,136	91,228
21	75,927	79,909	88,745	89,537	91,640
22	76,265	80,267	89,142	89,939	92,051
23	76,605	80,624	89,540	90,339	92,463
24	76,945	80,982	89,937	90,741	92,875
25	77,283	81,340	90,333	91,142	93,286
26	77,622	81,698	90,731	91,544	93,698
27	77,963	82,056	91,128	91,945	94,110
28	78,714	82,838	91,999	92,817	94,991

## **APPENDIX B-2**

### **SCHEDULE B**

#### **A. Non-Competitive Club/Activity Proposal Process for Category C Only**

In accordance with Appendix B-2, the following process will be used to establish a new Non-Competitive Club/Activity for Schedule B, Category C.

1. A new Non -competitive Club/Activity Interest Group should be initiated by a NCSD student or staff member and led by a NCSD staff member.
2. Interested parties must complete and submit the Non-Competitive Club/Activity Interest Group Application to the building principal (grades K-8) or athletic director (grades 9-12). The Non-Competitive Club/Activity Interest Group Application is located on the District website in Staff Links under Human Resources. The administrator or athletic director will forward the Non-Competitive Club/Activity Interest Group Application to the Clubs and Activities Committee by October 1<sup>st</sup> or February 1<sup>st</sup> of the current school year.
3. The Clubs and Activities Committee will review the application(s) by October 31<sup>st</sup> or February 28<sup>th</sup>, depending on the deadline of the current school year, for approval for a trial period as a Non-Competitive Club/Activity Interest Group.
4. The Non-Competitive Club/Activity Interest Group trial period must be active a minimum of seven (7) school months and meet the criteria as outlined in Schedule B – Category C of this Agreement. The trial period for district initiatives, implemented by administration, will be waived.
5. Following the end of the seven (7) school month trial period of a Non-Competitive Club/Activity Interest Group, the sponsor must submit supporting documentation to the building principal (K-8) or athletic director (9-12), that includes, but is not limited to, the club/activity mission; significant connection to curriculum and/or district mission, vision or goals; meeting minutes; attendance logs; yearly reflection/summary; activities, etc. The administrator or athletic director will forward the documents to the Clubs and Activities Committee.
6. The Clubs and Activities Committee will reconvene in May of each year to review the October 31<sup>st</sup> approved Non-Competitive Club/Activity Interest Groups to determine if they will be approved for Schedule B – Category C. The Clubs and Activities Committee will review the February 28<sup>th</sup> approved Non-Competitive Club/Activity Interest Groups in October of the following school year to meet the seven (7) school month required trial period.

7. If a Non-Competitive Club/Activity Interest Group is approved by the Clubs and Activities Committee to become a Non-Competitive Club/Activity on Schedule B – Category C, the Non-Competitive Club/Activity will be added to the Schedule B payroll the following school year for May approvals and current school year for October approvals. They will be added to the bargaining agreement during the next negotiation year or via a letter of agreement.
8. If a Non-Competitive Club/Activity Interest Group is not approved by the Clubs and Activities Committee, a written notification with the rationale and/or justification for the decision shall be submitted to the trial activity sponsor.

**B. Board of Education Co-Curricular Activity Review Process for Category A (Competitive Sports and Clubs) and Category B (Co-curricular Activities)**

When the Board determines to either create a new Co-Curricular position or desires to revise the category of an existing Co-Curricular position, the Board shall notify the Co-Curricular Review Committee, in writing.

1. In the event a new position cannot, by consensus of the Co-Curricular Review Committee, be placed in an existing category, the Board shall establish the category and rate of pay, designating them as temporary, and notify the Association, in writing, of its action.
2. The category and rate of pay, if established by the Board as provided above, shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Association. During this thirty (30) day period, the Association may request, in writing, that the Board negotiate the permanent category and rate of pay for the newly established position.
3. If as a result of negotiations between the parties, a different category and/or rate of pay is established for the position, except as otherwise may be mutually agreed by the parties, the permanent rate of pay shall be paid effective upon the date the individual(s) filling the position(s) started working in the positions(s).
4. If the parties are unable to mutually agree regarding the appropriate category and/or rate of pay for a newly created position, the issue may be submitted to binding arbitration. The arbitrator shall render his/her decision solely based on the positions of the parties.
5. If the Co-Curricular Review Committee does not reach consensus on the revision of category or pay rate for an existing position reflected in Appendix B-2, neither the Board or the Association shall be required to negotiate over that matter until bargaining for a successor contract.

**C. Co-Curricular Review Committee for Category A (Competitive Sports and Clubs) and Category B (Co-curricular Activities)**

A Co-Curricular Review Committee consisting of up to three (3) representatives each appointed respectively by the Board and the Association will be formed by February 1 annually to review Schedule B categories, compensation and the placement of Schedule B positions with respect to those matters. Any recommendations forthcoming from the Committee will be presented to the Board and the Association by June 1 annually.

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

**E. Vacancies for Category A (Competitive Sports and Clubs), Category B (Co-curricular Activities), and Category C (Non-Competitive Clubs and Activities)**

1. For the purpose of this Agreement, a vacancy shall be defined as an existing position that is unfilled, a newly established position, or a position which is filled but which the Board declared will be vacant. A position or positions will be considered vacant at the end of the school year upon retirement of NEA employees who possess a Schedule B position(s) in the District.
2. Vacancies will be posted following the District hiring procedures. However, for positions that are approved through the process outlined in Section B of this Article, those positions will not be posted, and the employee who sponsored the Interest Group will be given first consideration.
3. When filling co-curricular vacancies, qualified teachers within the bargaining unit will be given preference over non-bargaining unit members if their experience, competency, and qualifications are equal.
4. Vacancies will be filled on the basis of the experience, competency and qualifications of the applicants using the agreed upon interview rubric.
5. It is the goal of the District to fully staff all athletic coaching and aide positions. However, there may be occasions where the District is unable to fill a vacant position. When a Schedule B coaching or aide position in a sport requiring multiple coaches/aides is posted and not filled, the stipend(s) for the unfilled position(s) will be shared evenly amongst the other coaches in that sport. Compensation will occur at the conclusion of the season.
6. Disputes regarding Head Coaching positions arising out of this section can be resolved through the grievance process in Article 5 of this Agreement.

**F. Evaluations Category A (Competitive Sports and Clubs) and Category B (Co-curricular Activities)**

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



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

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

Sport	Year 1	Year 3	Year 5	Year 7	Year 9
<b>FOOTBALL</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Assistant (x3)	8%	8.3%	8.6%	8.9%	9.2%
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
JV Assistant	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Freshman Assistant	6%	6.2%	6.4%	6.6%	6.8%
Middle School Coach (x4)	5%	5.2%	5.4%	5.6%	5.8%
<b>BASKETBALL Boys and Girls</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Middle School (7 <sup>th</sup> and 8 <sup>th</sup> grade x 2 each)	5%	5.2%	5.4%	5.6%	5.8%
<b>HOCKEY</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
<b>VOLLEYBALL</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Middle School (7 <sup>th</sup> and 8 <sup>th</sup> grade x 2 each)	5%	5.2%	5.4%	5.6%	5.8%
<b>WRESTLING</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
JV Head Coach	8.5%	8.8%	9.1%	9.4%	9.7%
Freshman Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Middle School (7 <sup>th</sup> and 8 <sup>th</sup> grade)	5%	5.2%	5.4%	5.6%	5.8%

Sport	Year 1	Year 3	Year 5	Year 7	Year 9
<b>SWIM and DIVE Boys and Girls</b>					
Varsity Head Coach	13%	13.5%	14%	14.5%	15%
Varsity Assistant *	8%	8.3%	8.6%	8.9%	9.2%
Varsity Dive Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School Swim Coach (x2)	5%	5.2%	5.4%	5.6%	5.8%
Middle School Head Dive Coach	5%	5.2%	5.4%	5.6%	5.8%
<b>BASEBALL</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	6%	6.2%	6.4%	6.6%	6.8%
<b>SOFTBALL</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Middle School	5%	5.2%	5.4%	5.6%	5.8%
<b>COMPETITIVE CHEER</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Freshman Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Middle School - Winter	5%	5.2%	5.4%	5.6%	5.8%
<b>POM PON</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School - Fall	3%	3.1%	3.2%	3.3%	3.4%
Middle School - Winter	3%	3.1%	3.2%	3.3%	3.4%
<b>SOCCER Boys and Girls</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School	5%	5.2%	5.4%	5.6%	5.8%
<b>TRACK AND FIELD Boys and Girls</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Assistant (x2)	7%	7.3%	7.6%	7.9%	8.2%
Middle School (x3)	5%	5.2%	5.4%	5.6%	5.8%

<b>Sport</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Year 7</b>	<b>Year 9</b>
<b>SKI (Combined Team) Boys and Girls</b>					
Varsity Head Coach	10%	10.4%	10.8%	11.2%	11.6%
Varsity Assistant	7%	7.3%	7.6%	7.9%	8.2%
<b>LACROSSE Boys and Girls</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
Middle School (boys only)	5%	5.2%	5.4%	5.6%	5.8%
<b>TENNIS Boys and Girls</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
<b>FIELD HOCKEY</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
JV Head Coach	7%	7.3%	7.6%	7.9%	8.2%
<b>CROSS COUNTRY Boys and Girls</b>					
Varsity Head Coach	9%	9.4%	9.8%	10.2%	10.6%
Varsity Assistant (1 per team)	6%	6.2%	6.4%	6.6%	6.8%
Middle School	5%	5.2%	5.4%	5.6%	5.8%
<b>SIDELINE CHEER</b>					
Varsity Head Coach	8%	8.3%	8.6%	8.9%	9.2%
JV Head Coach	6%	6.2%	6.4%	6.6%	6.8%
Freshman Head Coach	5%	5.2%	5.4%	5.6%	5.8%
Middle School - Fall	3%	3.1%	3.2%	3.3%	3.4%
<b>GOLF Boys and Girls</b>					
Varsity Head Coach	8%	8.3%	8.6%	8.9%	9.2%
Varsity Coach's Aide	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
<b>BOWLING (Combined Team) Boys and Girls</b>					
Varsity Head Coach	8%	8.3%	8.6%	8.9%	9.2%
<b>COMP. MARCHING BAND</b>					
Director	11%	11.4%	11.8%	12.2%	12.6%
Assistant Band Director	7%	7.3%	7.6%	7.9%	8.2%
<b>NOVI DANCE COMPANY</b>					
Director	5%	5.2%	5.3%	5.4%	5.5%

### Coaches' Aides

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

### Coaches' Aides Pay

High School - \$1,000

Middle School - \$750

Sport	Assistant Coaches	Coaches' Aides
Swim	1	1 <sup>st</sup> Coach's Aide on the 40 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on the 60 <sup>th</sup> participant
High School Track and Field	2	1 <sup>st</sup> Coach's Aide on the 100 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on the 150 <sup>th</sup> participant
Middle School Track and Field	0	1 <sup>st</sup> Coach's Aide on the 100 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on the 150 <sup>th</sup> participant
Middle School Football	1 per team	1 <sup>st</sup> Coach's Aide on the 45 <sup>th</sup> participant 2 <sup>nd</sup> Coach's Aide on 60 <sup>th</sup> participant

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

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

### **High School Competitive Clubs**

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

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

### Middle School Competitive Clubs

Club	Year 1	Year 3	Year 5	Year 7	Year 9
<b>MATH</b>					
Head Coach	4%	4.2%	4.4%	4.6%	4.8%
<b>ROBOTICS</b>					
Head Coach	4%	4.2%	4.4%	4.6%	4.8%
Assistant Coach *	2.5%	2.6%	2.7%	2.8%	2.9%
<b>SCIENCE OLYMPIAD</b>					
Head Coach	4%	4.2%	4.4%	4.6%	4.8%

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

### **High School Coaches' Aides**

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

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

Robotics	1	1 <sup>st</sup> Coaches' Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant
DECA	1	1 <sup>st</sup> Coaches' Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant
HOSA	1	1 <sup>st</sup> Coaches' Aide added on the 71 <sup>st</sup> Participant 2 <sup>nd</sup> added on the 120 <sup>th</sup> Participant

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

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

#### **Athletic Aides**

Season	School	Flat Rate
Fall (x2)	High School	\$2,250
Winter (1)	High School	\$2,250
Spring (1)	High School	\$2,250
Fall (1)	Middle School	\$1,250
Winter (x2)	Middle School	\$1,250
Spring (1)	Middle School	\$1,250

\*High School schedulers will receive an additional \$250 per season.

Middle School Athletic Aides may not be athletic coaches in the same season.

#### **Smoothing of pay reduction**

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

**APPENDIX B-2**  
**Schedule B - Category B**  
**Co-Curricular Activities**

**A. Fine Arts (Music/Drama/Dance/Journalism)**

It is an expectation of all employees hired to teach in the area of Fine Arts, that he/she will conduct performances or produce a product as part of their employment. Positions will be calculated using a fixed based salary of \$39,500.

Position	Year 1	Year 3	Year 5	Year 7	Year 9
<b>BAND DIRECTOR</b>					
High School	10.4%	10.8%	11.2%	11.6%	12%
Middle School	7%	7.3%	7.6%	7.9%	8.2%
Memorial Day Parade Director	Flat Rate:	HS: \$500	MS: \$350		
<b>ORCHESTRA DIRECTOR</b>					
High School	8.7%	9.0%	9.3%	9.7%	10%
Middle School	7%	7.3%	7.6%	7.9%	8.2%
<b>CHOIR DIRECTOR</b>					
High School	8.7%	9.0%	9.3%	9.7%	10%
Middle School	7%	7.3%	7.6%	7.9%	8.2%
Meadows 5 <sup>th</sup> Grade	5.2%	5.4%	5.6%	5.8%	6%
Meadows 6 <sup>th</sup> Grade	5.2%	5.4%	5.6%	5.8%	6%
<b>INSTRUMENTAL DIRECTOR</b>					
Meadows 5 <sup>th</sup> Grade	5.2%	5.4%	5.6%	5.8%	6%
Meadows 6 <sup>th</sup> Grade	5.2%	5.4%	5.6%	5.8%	6%
<b>DANCE DIRECTOR</b>					
High School	6.0%	6.2%	6.4%	6.6%	6.8%
<b>HS MUSICAL</b>					
Director	7%	7.3%	7.6%	7.9%	8.2%
Assistant Director - Orchestra	3%	3.1%	3.2%	3.3%	3.4%
Assistant Director - Choreographer	3%	3.1%	3.2%	3.3%	3.4%
Assistant Director - Technical	3%	3.1%	3.2%	3.3%	3.4%
Assistant Director - Sets/Prop	3%	3.1%	3.2%	3.3%	3.4%
Assistant Director - Vocal	3%	3.1%	3.2%	3.3%	3.4%
Assistant Director -	3%	3.1%	3.2%	3.3%	3.4%

<b>Position</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Year 7</b>	<b>Year 9</b>
<b>HS COLOR GUARD</b>					
Director - Fall	6%	6.2%	6.4%	6.6%	6.8%
Director - Winter	6%	6.2%	6.4%	6.6%	6.8%
<b>HS PERCUSSION</b>					
Director - Fall	6%	6.2%	6.4%	6.6%	6.8%
Director - Winter	6%	6.2%	6.4%	6.6%	6.8%
<b>DRAMA</b>					
HS Director - Fall	6%	6.2%	6.4%	6.6%	6.8%
HS Director - Winter	6%	6.2%	6.4%	6.6%	6.8%
HS Assistant Director - Winter	3%	3.1%	3.2%	3.3%	3.4%
HS Assistant Director - Fall	3%	3.1%	3.2%	3.3%	3.4%
MS Director - Fall	4%	4.1%	4.2%	4.3%	4.4%
MS Director - Spring	4%	4.1%	4.2%	4.3%	4.4%
<b>TALENT SHOW</b>					
Middle School	\$500 flat rate				
<b>JOURNALISM &amp; YEARBOOK</b>					
HS Newspaper	5%	5.2%	5.4%	5.6%	5.8%
HS Yearbook	5%	5.2%	5.4%	5.6%	5.8%
<b>HS ACTIVITIES DIRECTOR</b>					
Costume	12%	12.4%	12.8%	13.2%	13.6%

HS Activities Director: Provided 3-5 release days per year as needed and approved by the building principal or designee and no roster for Academic Seminar. Conference periods used for large events may be reimbursed through supplemental pay per the rate outlined in Article 24, Section P.

### **B. Visual Arts**

For Elementary Art and Music payment shall be \$300 per event, capped at \$1,500 per school year, per staff member. For Middle School Art payment shall be \$350 per event, capped at \$1,750 per school year, per staff member. Art shows must take place outside of the school day.

For High School Art payment shall be \$450 per event (Art Shows/Competition), capped at \$2,250 per school year, per staff member. A sub will be provided for 2 days for preparation and setup of art shows.



### C. Extra-Curricular Activities

#### 1. Class Sponsors:

Each grade at the high school will be assigned two (2) class sponsors and will be paid on the following format:

Grade	Percent
9	2.25%
10	2.50%
11	3.00%
12	2.75%

#### 2. Program Coordinators and Chaperones:

- a. It is the expectation of the district that 5<sup>th</sup> grade teachers will attend 5<sup>th</sup> grade camp. If a teacher is unable to attend they must make arrangements in advance with the building principal.
- b. District sponsored programs, aligned with district goals or curriculum, that require overnight supervision on a voluntary basis will pay chaperones a flat rate of \$100 per night for attendance (See chart below).

Coordinators & Chaperones	Flat Rate/Percent
5 <sup>th</sup> grade Camp Coordinator	3%
5 <sup>th</sup> grade Camp Chaperones	\$500
MS Washington D.C. Coordinator	3%
MS Washington D.C. Voluntary Chaperones	\$100 per night
HS Communication Camp Coordinator	3%
HS Communication Camp Voluntary Chaperones	\$100 per night
Voluntary Chaperones (half evening - 6 or less hours)	\$60 per half night

3. When release time is provided during the workday to accomplish any positions listed on Schedule B for additional compensation, the pay shall be reduced by the percentage of FTE allocated for release time, or eliminated upon mutual agreement of the Board and Association. Example: If a teacher is released 40% of the work day, the Schedule B stipend will be reduced by 40%; if they are released a whole day, the Schedule B stipend will be eliminated.

4. Teachers may have to apply to chaperone non required programs such as Communication Camp and Washington D.C. Chaperone selection will be conducted by the program coordinator and a building administrator.
5. Any trip which utilizes a travel company that offers compensation to the program coordinator will only take one form of compensation, not both, with the lower compensation package being forfeited.

**6. Program Coordinators:**

<b>Program</b>	<b>Year 1</b>	<b>Year 3</b>	<b>Year 5</b>	<b>Year 7</b>	<b>Year 9</b>
AP Coordinator	6.2%	6.4%	6.6%	6.8%	7%
IB Coordinator	6.2%	6.4%	6.6%	6.8%	7%
National Honor Society Coordinator	6.2%	6.4%	6.6%	6.8%	7%
Awkward Pause Director	5.2%	5.4%	5.6%	5.8%	6%
Link Crew Coordinator (3)	4.5%	4.6%	4.7%	4.8%	5%
District Teacher Mentor Coordinator (2)	4.5%	4.6%	4.7%	4.8%	5%
Youth Dialogues Coordinator	3.5%	3.6%	3.7%	3.8%	4%
Reproductive Education Supervisor	4.8%	5%	5.2%	5.4%	5.6%
K-12 Science Coordinator	6.2%	6.4%	6.6%	6.8%	7.0%

**APPENDIX B-2**  
**Schedule B - Category C**  
**Non-Competitive Clubs and Activities**

**A. Non-Competitive Clubs & Activities**

Non-Competitive Clubs and Activities sponsors are required to maintain and submit the following records: mission/purpose, meeting calendar, attendance, agendas, meeting minutes, activities and fundraisers (if applicable). Clubs must meet a minimum of 13 times during the school year for an average of 60 minutes per meeting. A sponsored club must maintain an average of 15 students over a three-year period to remain an active club or activity.

Any club or interest group that would like to fund raise must do so with the direct oversight of the club sponsor. All proceeds from a fundraiser, or from ticket sales to special events, are to be deposited directly into the club's Student Activities account. If an interest group would like to begin fundraising they must create their own Student Activities account.

All funds in the club/interest group Student Activities account are to be used only for club-related expenses.

Club or Activity	Year 1	Year 3	Year 5	Year 7	Year 9
<b>ELEMENTARY</b>					
Safety Patrol	1.5%	1.6%	1.7%	1.8%	2.0%
Gardening Club (NM)	1.5%	1.6%	1.7%	1.8%	2.0%
Light House Team (2)	3.2%	3.4%	3.6%	3.8%	4.0%
<b>MEADOWS</b>					
Book Club	3.2%	3.4%	3.6%	3.8%	4.0%
Student Light House Team (2)	3.2%	3.4%	3.6%	3.8%	4.0%
Choir Club	3.2%	3.4%	3.6%	3.8%	4.0%
Geography Club	3.2%	3.4%	3.6%	3.8%	4.0%
Intramurals 5 <sup>th</sup> Grade	3.2%	3.4%	3.6%	3.8%	4.0%
Intramurals 6 <sup>th</sup> Grade	3.2%	3.4%	3.6%	3.8%	4.0%
Leadership Club 5	3.2%	3.4%	3.6%	3.8%	4.0%
Leadership Club 6	3.2%	3.4%	3.6%	3.8%	4.0%
Math Olympiad 5	3.2%	3.4%	3.6%	3.8%	4.0%
Photography Club	3.2%	3.4%	3.6%	3.8%	4.0%
Math Olympiad 6	3.2%	3.4%	3.6%	3.8%	4.0%
Lego-Robotics	3.2%	3.4%	3.6%	3.8%	4.0%
Math Olympiad 7	3.2%	3.4%	3.6%	3.8%	4.0%
Yearbook	3.2%	3.4%	3.6%	3.8%	4.0%
<b>MIDDLE SCHOOL</b>					
Art Club	3.2%	3.4%	3.6%	3.8%	4.0%
Games Club	3.2%	3.4%	3.6%	3.8%	4.0%
Golf Club	3.2%	3.4%	3.6%	3.8%	4.0%
Interact Club	3.2%	3.4%	3.6%	3.8%	4.0%
Jazz Band Club	3.2%	3.4%	3.6%	3.8%	4.0%

Newspaper	3.2%	3.4%	3.6%	3.8%	4.0%
Science Fair Club	3.2%	3.4%	3.6%	3.8%	4.0%
Seasonal Club 1 <sup>st</sup> 9 weeks	\$350				
Seasonal Club 2 <sup>nd</sup> 9 weeks	\$350				
Seasonal Club 3 <sup>rd</sup> 9 weeks	\$350				
Seasonal Club 4 <sup>th</sup> 9 weeks	\$350				
Ski Club	3.2%	3.4%	3.6%	3.8%	4.0%
Student Council	3.2%	3.4%	3.6%	3.8%	4.0%
Yearbook	3.2%	3.4%	3.6%	3.8%	4.0%

Club or Activity	Year 1	Year 3	Year 5	Year 7	Year 9
<b>HIGH SCHOOL</b>					
Art Club	3.2%	3.4%	3.6%	3.8%	4.0%
Boardercross Club	3.2%	3.4%	3.6%	3.8%	4.0%
Creative Writing Club	3.2%	3.4%	3.6%	3.8%	4.0%
Drama Club (Thespian)	3.2%	3.4%	3.6%	3.8%	4.0%
French Club	3.2%	3.4%	3.6%	3.8%	4.0%
Gay Straight Alliance Club (GSA)	3.2%	3.4%	3.6%	3.8%	4.0%
German Club	3.2%	3.4%	3.6%	3.8%	4.0%
Girls that Code (Boys too)	3.2%	3.4%	3.6%	3.8%	4.0%
Interact Club	3.2%	3.4%	3.6%	3.8%	4.0%
Japanese Club	3.2%	3.4%	3.6%	3.8%	4.0%
Math Club	3.2%	3.4%	3.6%	3.8%	4.0%
Model U.N. Club	3.2%	3.4%	3.6%	3.8%	4.0%
Politics Club	3.2%	3.4%	3.6%	3.8%	4.0%
Recycling Club	3.2%	3.4%	3.6%	3.8%	4.0%
Students Against Destructive Decisions Club (SADD)	3.2%	3.4%	3.6%	3.8%	4.0%
Science Club	3.2%	3.4%	3.6%	3.8%	4.0%
Spanish Club	3.2%	3.4%	3.6%	3.8%	4.0%
Students Promoting Unity and Diversity Club (SPUD)	3.2%	3.4%	3.6%	3.8%	4.0%

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

**A. Compensation**

**1. Hourly Rate Assignments**

21 F Mentor	\$24.00/hour
Auditorium Activities Coordinator	\$20.00/hour
Bus Chaperone	\$20.00/event
District Sanctioned Curriculum	\$40.00/hour
Festival of the Arts Sponsor – High School (max 10 hours)	\$20.00/hour
Graphic Arts Coordinator	\$20.00/hour
Homebound Services	\$24.00/hour
K-6 Visual Arts Sponsor (max 10 hours)	\$20.00/hour
Performance Chaperone	\$20.00/event
Radio Sponsor	\$20.00/hour
Summer School Class Instructor	\$25.25/hour
Test Proctor	\$24.00/hour

**2. Mentor/Mentee**

**a. Mentor Teachers**

Each Tier 1 Mentor will receive a stipend of \$1,000 per school year.  
Each Tier 2 Mentor will receive a base of \$500 plus an additional \$200 per mentee, compensated at a minimum of \$1,000 per year.

**b. Mentee Teachers**

Tier 1 Mentees will be required to attend six (6) one hour after school professional development sessions during their first year of employment. These sessions will be relevant and meaningful to the professional growth of teachers new to the profession and/or to the district.

Tier 1 Mentees who attend at least five (5) of the six (6) sessions will receive \$500; attend four (4) of the six (6) sessions will receive \$250; attend fewer than four (4) sessions will receive \$0.

If a Tier 1 Mentee cannot attend a session, s/he must complete a Tier 1 Professional Development Absence form and submit it to his/her administrator. The administrator will sign the form and submit it to the Human Resources office.

### 3. Content Area Leaders

**Compensation:**

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

Anyone in the first year as a CAL shall make \$2,500. Any CAL in their second year shall make \$3,000. Any CAL in Year 3 or in a successive term shall make \$3,500.

#### Content Area Leader Hiring Schedule

School Year	Elementary (K-6)	Middle School & 5-8 World Language	High School & 5-12 ESL
2020-21	Year 2	Post & Hire – Year 1	Year 3
2021-22	Year 3	Year 2	Post & Hire – Year 1
2022-23	Post & Hire-Year 1	Year 3	Year 2

- a. The CAL Hiring Schedule sets the three year terms to best manage the hiring process of approximately 39 positions, across the district in all grades and content areas.
- b. If a CAL decides to resign before their term is complete, then the vacant position will be posted for the remainder of the term and posted according to the schedule below. The newly appointed CAL will be paid according to his/her number of years in the position (See Schedule B - Category D, Section A. 3).
- c. In 2023-24, the hiring schedule will continue based on a three-year cycle, by grade levels as outlined above.
- d. Vacancies will be posted in March, prior to each new cycle. The hiring process will be conducted and concluded by June 15 of each new cycle.
- e. Positions that go uncontested will not require an interview if the Assistant Superintendent of Academics and Principals are satisfied with the CAL’s previous work.
- f. If the Office of Academics does not receive applications for vacant positions, the NEA will be notified and the position will remain posted until filled.
- g. If a Content Area Leader position is shared by two (2) teachers (by prior administrative approval), each teacher shall receive 60% of the applicable stipend.

- h. Additional compensation may be earned for special projects based on approval from the Office of Academics. The additional compensation will be based on the Curriculum rate. (See Schedule B - Category D, Section A.). The project and the amount shall be agreed upon in writing before the project can begin.

**B. Contest Workers**

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

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

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

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

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

Name of Grievant: \_\_\_\_\_ Date of Occurrence: \_\_\_\_\_

Position: \_\_\_\_\_ Building: \_\_\_\_\_

**LEVEL ONE** (30 days to file from occurrence)

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

**Names of Attendees**

Grievant(s): \_\_\_\_\_

Association Representative(s): \_\_\_\_\_

Administrator/Immediate Supervisor: \_\_\_\_\_

Disposition of Administrator:

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

\_\_\_\_\_ Resolved      \_\_\_\_\_ Denied (14 days to move to Level 2)

**LEVEL TWO**

Date Level Two Grievance was filed with Administrator: \_\_\_\_\_

Statement of Grievance:

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



**Contract Agreement Language in Violation (i.e. article/section/paragraph/page):**

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**Resolution Sought with Administration:**

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

**Disposition of Administrator (14 days to respond):**

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\_\_\_\_\_ **Resolved**    \_\_\_\_\_ **Denied**

**Signature of Administration:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position of Grievant and/or Association (14 days to appeal to Level Three):**

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**Signature of Grievant and/or Association:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEVEL THREE**

**Date Level Three Written Grievance Filed with Superintendent or Designee:** \_\_\_\_\_

**Disposition of Superintendent or Designee (14 days to respond):**

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

\_\_\_\_\_ Resolved    \_\_\_\_\_ Denied

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

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

**Position of Grievant and/or Association (14 days to appeal to Level Four):**

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

**Signature of Grievant and/or Association:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEVEL FOUR**

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

**Disposition of Board of Education (decision communicated 21 days after hearing):**

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

\_\_\_\_\_ Resolved    \_\_\_\_\_ Denied

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

**Position of Association (20 days to submit grievance to binding arbitration):**

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

**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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