

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

July 1, 2023 - June 30, 2026



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PREFACE

This Agreement entered into the 1st day of July, 2023, 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 guest teachers, adult education teachers in the Adult Education Program, and preschool teachers in the Early Childhood Preschool 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 2:30 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. Upon request, the Association shall be provided a place on the agenda of staff meetings for brief reports and announcements.

- F. The Association may request the right to appear on the Board of Education agenda to speak on any agenda item before action is taken by 9 AM on the Friday before its regularly scheduled 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. 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 submitted in the same manner as the established CIRT process and timeline. Approved absences shall then be entered into the substitute management system at least 24 hours in advance in order to secure guest teacher coverage. 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.

- K. 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 out 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.

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.).

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

, 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.

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-Plawewski 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., social media posts, texts, written communication from parents, etc.) or materials relating to a Teacher's conduct, service, character, 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 uploaded to the digital personnel file.
- 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.

The Teacher will follow the building specific procedures when addressing a disciplinary issue. When a Teacher has concerns about a pattern of behavior, the MTSS process for behavior will be initiated.

- 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 or to obtain possession of a weapon or other dangerous object within the control of the pupil.

- 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. Teachers will make every effort to address behavioral concerns within the classroom, with the goal of keeping the student in class. If a pattern of significant behavioral incidents occur that prevents ongoing instruction to continue, the Teacher may ask appropriate school personnel for support with the student. If removed from the classroom, the student will return when they have de-escalated. The appropriate school personnel will confer with the teacher after the student has returned to the classroom.

- 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 significant student behavior, the Board will work with the Teacher to determine a reasonable reimbursement.

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 without the proper training. With appropriate training by our district medical personnel, a teacher may be required to support a student's medical needs on a student with an individual health plan and/or in medical distress. Teachers will not be required to perform invasive medical procedures (catheterization), and in the event that a Teacher feels that they are not properly trained, they may request a meeting with their building administrator and their Association representative.

- J. Teachers will monitor their students' behavior during all times in which students are under their supervision or, are expected to be under their supervision. Teachers will collaborate with other building personnel to address students' behavior when inappropriate student behavior is observed. During lunch and lunch recess, staff providing supervision during that time will make every effort to address and resolve behavior concerns before students return to the classroom.

- 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 the same number of Teachers and building and district administrators, but not more than a total of four (4), approves the evaluation (grade) change. The Teachers will be selected by the Association. If the decision of the panel is averse 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. Every effort will be made to provide written notice of tentative schedules for the next school year to licensed Non-Classroom Personnel unit members prior to the last day of the current school year.

Every effort will be made to avoid changes in a Licensed Non-Classroom Personnel unit member's tentative schedule over the summer or after their expected report to work date before the school year begins. 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.

- 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) 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, may include, but are not limited to:
 - 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 K-6. Therefore, shared-time teaching proposals for classroom Teachers must be comprehensive in nature, well-organized, and intentional.
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-6) Teachers sharing a position, in an equal manner, 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 is required to attend more than the prorated portion of an event, additional compensation will be provided at the Teacher's hourly rate.

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.

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 will have the opportunity to apply and be considered 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, and qualifications of the candidate as determined by the District.
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. A Licensed Non-Classroom Personnel unit member, who by March 15th requested to return for the next school year from an authorized leave of absence, 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 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 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.

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

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

A vacancy in a licensed Non-Classroom Personnel assignment shall be open for a minimum of five (5) work days before the position is filled.

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

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 qualifications for the particular position.

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.
- d. Any Teacher wishing to request a voluntary transfer to a different building should notify the Assistant Superintendent of Talent Management and Development no later than March 15th for a transfer the following school year. Communication will come from that office with specific directions on how to make this request in February.

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.

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.

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 before the next list is generated and shared with members. If a correction and/or addition is not brought to the Talent Management and Development Department's attention by the time the next seniority list is shared, no corrections will be made.

- 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. Licensed Non-Classroom Personnel shall be laid off in the following order:
 - a. Evaluation rating and Seniority
 - b. Certification (license, approval, or authorization) and qualification
 - c. Administration will be the tie-breaker if items in a are equal. Additionally, a joint committee will convene in the event of layoffs in order to enact the provisions of this Article.

- 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 and evaluation rating, 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. 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.

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).
- c. All Licensed Non-Classroom Personnel shall be evaluated by the appropriate criteria and with forms applicable to their position.
- d. A Licensed Non-Classroom Personnel unit member may respond to any part, or all, of the evaluation and/or observation by submitting a written response, which would be uploaded to the NEA member's personnel file.

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. 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.
- d. 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.
- e. The Licensed Non-Classroom Personnel unit member shall receive an electronic copy and acknowledgement of the evaluation.
- f. 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.

- g. 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.

- h. 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 sub-group, the evaluator shall substantiate his/her position by a written statement on the evaluation form in the area designated for this purpose.

Any 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.

- i. 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 Mentor Coordinator(s) in consultation with 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. If there is a concern that could lead to the non-renewal of a probationary Licensed Non-Classroom Personnel unit member, written recommendation shall be furnished to the Superintendent or his/her designee by the Principal or supervising administrator no later than June 1. 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(s) shall be completed according to the established evaluation timeline provided annually by the Talent Management & Development department.

- D. The Licensed Non-Classroom Personnel unit member's formal evaluation shall be completed according to the established evaluation timeline provided annually by the Talent Management & Development department.

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, in the first semester, and up to two (2) half (1/2) days, or the equivalent, in the second semester. The elementary conferences shall be scheduled after consultation with the Calendar Committee, which shall be comprised of both Teachers and Administrators.
 2. Secondary conferences shall be scheduled up to two (2) half (1/2) days, or their equivalent, in the first semester, and one (1) half (1/2) day, or its equivalent, in the second semester. The secondary conferences shall be scheduled after consultation with the Calendar Committee, which shall be comprised of both Teachers and Administrators.
 3. Afternoon and 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 follow the assigned number of hours as reflected on the chart in Article 15 E3.
 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).
 6. When a specials area teacher or ancillary employee covered by this Agreement is directed to attend an evening event other than Open House/Curriculum Night or Parent-Teacher Conferences, they will be excused from attending one of the evening parent teacher conference sessions (or a portion of) if the alternate event is less than the scheduled

Parent-Teacher Conference time (as reflected in the chart in Article 15E3). No additional compensation would be provided.

E. Professional Staff Development

Professional development days will be scheduled and distributed throughout the year in order to allow time for staff to reflect upon and implement new learning.

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. Teachers shall be on duty 15 minutes prior to the start of and 15 minutes after the end of the academic day. **The daily school hours and Teacher work hours are reflected below.**

| School | Report Time | Start Time | End Time | Departure Time |
|---------|-------------|------------|----------|----------------|
| Novi HS | 7:45 AM | 8:00 AM | 2:44 PM | 2:59 PM |
| Novi MS | 8:15 AM | 8:30 AM | 3:11 PM | 3:26 PM |
| Meadows | 7:15 AM | 7:30 AM | 2:22 PM | 2:37 PM |
| K-4 | 8:45 AM | 9:00 AM | 3:52 PM | 4:07 PM |

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 professional purposes.
Assignment to a position involving student supervision shall be considered a teaching period for the purpose of this Article.
 6. There shall be no change in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.
 7. No High School or Middle School Teacher may be assigned to more than five (5) classes plus advisory, without prior notice to the Association and the Teacher.
 8. No Teacher at Novi Meadows may be assigned to more than five (5) classes, without prior notice to the Association and the Teacher.
 9. In the event that a Teacher is required to cover for an extended absence of a colleague, that Teacher will be compensated at his/her hourly rate beginning on the first day of coverage.
 10. Consistent with available funds and facilities, the Board will make every effort to provide a minimum of 275 minutes per week of preparation time for teachers assigned to Novi Meadows.
- D. The normal teaching load in the elementary schools will not exceed five and one-half (5 1/2) hours of pupil contact, one (1) 40-minute duty free lunch and one (1) 55-minute unassigned preparation period per day.
1. The elementary school academic day shall 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. There shall be no changes in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.

5. 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.

6. 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 to elementary classroom and Special area teachers. Ancillary staff will be provided no less than a fifty-five (55) minute block per day or a cumulative total of two-hundred seventy-five (275) minutes of preparation time in a typical week with a portion of the cumulative total to be distributed each day. If the Board is unable to provide this specified preparation time, 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 four (4) staff/department/grade level/PLC/PD/committee meetings per month with no more than thirty-two (32) over the course of the year (excluding meetings called to address emergencies); type of meeting (staff/department/grade level/PLC/PD/committee) 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 not to exceed a total of ten (10) hours.
 - a. When a specials area teacher or ancillary employee covered by this Agreement is directed to attend an evening event other than Open House/Curriculum Night or Parent-Teacher Conferences, they will be excused from attending one of the evening parent teacher conference sessions (or a portion of) if the alternate event is less than the scheduled Parent-Teacher Conference time (as reflected in the chart below). No additional compensation would be provided.

| K-4 | 5-6 | 7-8 | 9-12 |
|---------------------------------------|---|--|---|
| In-Person Open House: 1 hr. | In-Person Open House/ Curriculum Night: 1.5 hrs. | In-Person Open House or Curriculum Night: 1 hr. 40 min. | In-Person Open House or Curriculum Night: 2.5 hrs. |
| 2 Evenings Fall Conferences 6 hrs. | 2 Evenings Fall Conferences 6 hrs. | 2 Evenings Fall Conferences 5 hrs. 20 min. | 2 Evenings Fall Conferences 5 hrs. |
| 1 Evening Spring Conference 3 hrs. | 1 Evening Spring Conference 2.5 hrs. | 1 Evening Spring Conference 3 hrs. | 1 Evening Spring Conference 2.5 hrs. |
| 10 Hours | 10 Hours | 10 Hours | 10 Hours |

- b. There will be an equitable expectation for elementary and secondary staff with regard to the number of evening events and hours determined each school year.
- c. If a staff member is expected to attend one of the above events but is absent, they will need to work with their building administrator to identify an alternate evening event in which they can participate.

4. Teachers will be encouraged to attend:

- a. PTO 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.

Staff who are assigned to teach at two traditional in-person buildings or teach at an in-person building as well as at Novi Virtual may attend staff meetings for both buildings. Because staff may need information from both assigned administrators, staff may choose to attend meetings at both schools. When a staff member is required to attend more than four (4) staff meetings/PLC/Department meetings within a month or exceed forty (40) over the course of a school year (outside the instructional day), they may submit a Supplemental Pay Form for payment at the rate of \$25 per staff meeting/PLC/Department meeting beyond the contractual expectation.

G. If a Teacher is to provide substitute teaching services during his/her planning time, (see Section C or D above), on an occasional basis, he/she shall receive additional compensation at the hourly

rate calculated on the Master's Salary schedule Track (Appendix B-1 base, or Pay Level A is base is eliminated) for each teaching period beyond the normal teaching load.

- H. If a Teacher is scheduled to teach more than the normal teaching load (see Sections C or D, above), on an extended basis, he/she will be compensated at his/her hourly rate once the extended timeline has been identified. In the event that additional work is required, the District and Association will work together to develop a mutually agreeable solution.
- 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 and Assistant Superintendent of Talent Management and Development or their designees. This committee will meet as needed to preview/review class codes and counts, overage data, special circumstances, etc.

Overages will be identified within one week of the end of each semester by calculating the class enrollment on the first (1st) and fifteenth (15th) of each month between October and the last day of the first semester and between February and May for the second semester using PowerSchool 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.

Once overage submissions are verified by building and district administration, they will be submitted to Payroll for compensation. Building administration will review the overage amounts for the staff in their buildings for verification.

Overage Compensation Summary by Building Level

| Building Level | Rate |
|---------------------------|--|
| 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 compensation rate for Novi Meadows overages will include the following:

5th Grade:

Rate of pay for classroom overages in 5th grade: \$6.75 per student once the average semester student count has been reached, per day.

*If 5th grade students are divided differently than their homeroom/math group for SS/Science, the rate of pay would be \$3.75 for Math/ELA based on 75-minute class periods, \$3.00 for SS/Science classes based on 60- minute class periods.

6th Grade:

Rate of pay for classroom overages in 6th grade: \$2.85 per student over max, per day.

The parties agree that an attempt will be made to meet the following classroom Student-Teacher ratios as reflected in the chart below. Overage will be paid once the average semester student count in the final column has been exceeded for each subject/content area. The average semester student count must reflect the actual average and will not be rounded to the nearest whole number.

| Subject | Number of Students | Average Semester Student Count Resulting in Overage Compensation |
|----------------|---------------------------|---|
| K-2 | 25 | 27 |
| 3-4 | 28 | 30 |
| 5-6 | 28 | 30 in a single period |
| 7-8 | 29 | 31 in a single period |
| 9-12 | 30 | 32 in a single period |

The parties agree that an attempt will be made to meet the following core classroom Student-Teacher ratios as reflected in the chart below.

| Grade & Content | Number of Students | Average Semester Student Count Resulting in Overage Compensation |
|----------------------------|---------------------------|---|
| 7-12 Science | 28 | Firm Maximum (No Overages) |
| 7-12 ELA | 28 | 30 in a single period |
| 7-8 Math, Social Studies | 28 | 30 in a single period |

The parties agree that an attempt will be made to meet the following specialty/elective classroom Student-Teacher ratios as reflected in the chart below.

| Subject | Number of Students | Average Semester Student Count Resulting in Overage Compensation |
|--|---------------------------|---|
| K-2 Specials 9-12 Dance 7-12 ELL (Sheltered & Self-Contained) | 25 | 27 in a single period |
| MS/HS Media Technology 9-12 Ceramics/Jewelry 7-12 Career/Technical | 26 | 28 in a single period |
| 7-12 Nutrition, Foods, Sewing | 26 | Firm Maximum/No Overages |
| 9-12 Yoga | 27 | 29 in a single period |
| 3-4 Specials | 28 | 30 in a single period |
| 7-12 Health | 29 | 31 in a single period |
| 7-12 Computers | 29 | Firm Maximum/No Overages |
| 7-12 Physical Education | 37 | 38 in a single period |
| 7-12 Band/Orchestra/Choir | No limit | No Overages |

When applying current overage language for virtual Teachers, the rate will be paid at half (1/2) the current bargained overage rate for asynchronous instruction. If the Teacher is supervising asynchronous work (such as credit recovery at the High School) and is not responsible for planning and scoring assignments, he/she will receive 1/3 of the current bargained overage rate. Any synchronous instruction will receive the full overage rate. Overage payments will be paid to the nearest 1/10.

- 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.

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* at least one week in advance of the requested date. The request form is located on the District website in Staff Links under Talent Management and Development. A joint committee of the Assistant Superintendent of Talent Management and Development, 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.

Teachers who need one (1) additional Personal Business Day beyond the three (3) allocated may submit a written request to the Assistant Superintendent of Talent Management and Development at least one week in advance of the requested date. If granted, a sick day may be converted from a Teacher's Leave Day Bank.

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.

Staff who intend to take a day(s) (*if travel is required*) off for a death outside of the immediate family may use a day from their leave bank.

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 shall be granted as time from a member's leave banks.

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. 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 Talent Management & Development Department 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.

Absences for all bargaining unit members need to be entered in either half (1/2) or full day increments, regardless of whether a guest teacher is necessary for the position.

- J. For purposes of the use of the Teachers' accumulated sick leave allowance, pregnancy, including childbearing; recovering from childbearing; miscarriage; or abortion will be treated the same as any other temporary disability. A Teacher is entitled to take up to a total of twelve (12) weeks for purposes of FMLA, in which six (6) weeks for natural birth, adoption, or surrogacy and eight (8) weeks for a C-section if available from their accumulated leave banks immediately after the child is born or the adoption has been finalized. The days to cover all of the above absences will be deducted from the Teacher's personal accumulated Leave Day Banks at the time of the above instances. Teachers eligible for FMLA who have taken parental leave for childbirth, surrogacy, adoption, or any circumstance listed above will have up to four (4) weeks credited back to their banks as reimbursement for leave days taken upon application for retirement for each parental leave event taken.
- 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. In the event of an absence not meeting the personal or sick leave criteria, it is the expectation that the Employee will consistently be at work on the scheduled days assigned in the Employee's work calendar. Requests to take unpaid days should only be made when absolutely necessary and will be reviewed by the Assistant Superintendent of Talent Management and Development and/or his/her designee. Requests that do not fall under professional use and during a time of need as outlined in the Absence Policy will not be granted. Excessive absences and/or patterns of absences outside of FMLA could potentially lead to progressive discipline.

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 Talent Management and Development Department, 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 District's Teaching and Learning Department to develop, articulate, and implement K-12 curricula, assessment, and instructional practices consistent with state standards, research- and evidence-based best practices, and unique District needs.
- B. Content Area Leaders are committed to the following minimum meeting obligations:
 - 1. At least monthly meetings with building-level administration. At K-4, CALs will provide building-level committee leadership, as agreed upon with the building principal.
 - 2. At least quarterly meetings with District-level administration.
 - 3. At least one summer meeting.
- C. The responsibilities of the Content Area Leader include, but are not limited to:
 - a. Serving as a District resource person to staff regarding current practices, trends, research, and professional development opportunities in a given content area and/or grade level.
 - b. Serving as a District representative at the county and state levels.
 - i. Attend content area meetings at Oakland Schools.
 - ii. Facilitate curriculum development and review of instructional material selection.
 - c. Co-chairing (with a District administrator) District curriculum studies as they relate to a given content area and/or grade level.
 - i. Provide leadership in curriculum development, instructional methodologies, and assessment practices.
 - ii. Facilitate curriculum development and review of instructional material selection.
 - d. Communicating with appropriate staff content-area processes and procedures as they relate to the use of instructional areas, equipment, materials, labs, grading, assessments, budget, and performances.
 - e. Providing leadership for the review of students' achievement data for the purpose of making instructional decisions, i.e. M-STEP, District/course assessments, classroom assessments, work samples, etc.
 - f. Communicating expectations outlined by the District as they pertain to department and PLC work and being available to offer support to teachers throughout the PLC process.
 - g. Facilitating K-12 curriculum collaboration and alignment.

- h. Working with administration to plan content area agendas, discuss content area/school responsibilities, budgets, etc.
 - i. Meeting with new staff members to set them up for success in the department and school as it relates to curriculum, instruction, and assessment.

- D. Compensation for Content Area Leaders will be determined as in Appendix B-2 of this Agreement. CAL positions are to be held by a single individual and are not to be shared positions. Teachers who are currently serving as a CAL and are sharing the position will be grandfathered until the end of their current term. They will be paid at the new negotiated CAL rate, but will still be permitted to share the stipend in a 60%-60% combination through their current term.

- E. Content Area Leaders 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. If the expectations 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 individuals' services 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.

- F. If a CAL is identified as not meeting job expectations, the Assistant Superintendent of Teaching and Learning will contact the building principal and the NEA President to implement a plan of action up to dismissal from the position.

- G. CAL assignments shall be established by the Teaching and Learning Department to best meet the needs of the District. It is recognized that these needs may change outside of the three (3) year cycles.

ARTICLE 21

COUNSELING

- A. The Board agrees to make every effort consistent with available funds and facilities, to provide adequate counseling services for Grades 5 - 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 individual's hourly rate based on the Salary Schedule (Appendix B-1).

ARTICLE 22

SPECIAL EDUCATION STUDENTS; ANCILLARY STAFF

- 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 students with special needs are placed in a general education 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 Pathologists.

- C. The Board will also make a telephone available to the School Psychologists, School Social Workers and Speech Pathologists 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.

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.

2023-2024 Teachers will be cross-walked (see crosswalk below) from the 2022-2023 Salary Schedule to the new 2023-2024 salary schedule. The crosswalk will establish the pay level on the new 2023-2024 salary schedule for Teachers based on the “step” that they were on for the 2022-2023 school year. (Appendix B-1)

Teachers will have one additional opportunity by June 30, 2023 to submit documentation for a lane change prior to the September 20, 2023 deadline. This will allow Teachers to be “crosswalked” at their newly assigned lane prior to the 2023-2024 school year. The Request for Salary Adjustment Form must be submitted to the Talent Management and Development Department by June 30, 2023. No late submissions will be accepted for the purposes of lane changes. Lane change requests after this time will be considered in the September 20, 2023 submission.

The following salary crosswalk establishes the pay level on the new 2023-24 Pay Schedule for Teachers based on the “step” that they were on for the 2022-23 school year.

| BA | | BA+15 | | MA | | MA+15 | | MA+30 | |
|-------------------------|--------------------------|-------------------------|--------------------------|-------------------------|--------------------------|-------------------------|--------------------------|-------------------------|--------------------------|
| 2022-23 Pay Step | 2023-24 Pay Level |
| - | A | - | A | - | A | - | A | - | A |
| 2 | A | 2 | A | 2 | A | 2 | A | 2 | A |
| 3 | A | 3 | A | 3 | B | 3 | B | 3 | B |
| 4 | A | 4 | A | 4 | C | 4 | C | 4 | C |
| 5 | B | 5 | B | 5 | D | 5 | D | 5 | D |
| 6 | C | 6 | C | 6 | E | 6 | F | 6 | F |
| 7 | D | 7 | D | 7 | G | 7 | G | 7 | G |
| 8 | E | 8 | F | 8 | H | 8 | H | 8 | H |
| 9 | F | 9 | G | 9 | I | 9 | I | 9 | I |
| 10 | G | 10 | H | 10 | J | 10 | J | 10 | J |
| 11 | H | 11 | I | 11 | K | 11 | K | 11 | K |
| 12 | I | 12 | J | 12 | L | 12 | L | 12 | L |
| 13 | J | 13 | K | 13 | M | 13 | M | 13 | M |
| 14 | K | 14 | L | 14 | N | 14 | N | 14 | N |
| 15 | M | 15 | M | 15 | O | 15 | O | 15 | O |
| 16 | M | 16 | N | 16 | P | 16 | O | 16 | O |
| 17 | M | 17 | N | 17 | P | 17 | P | 17 | O |
| 18 | M | 18 | N | 18 | P | 18 | P | 18 | O |
| 19 | N | 19 | N | 19 | P | 19 | P | 19 | P |
| 20 | N | 20 | N | 20 | P | 20 | P | 20 | P |
| 21 | N | 21 | N | 21 | P | 21 | P | 21 | P |
| 22 | N | 22 | N | 22 | P | 22 | P | 22 | P |
| 23 | N | 23 | O | 23 | Q | 23 | P | 23 | P |
| 24 | N | 24 | O | 24 | Q | 24 | P | 24 | P |
| 25 | N | 25 | O | 25 | Q | 25 | P | 25 | P |
| 26 | O | 26 | O | 26 | Q | 26 | Q | 26 | Q |
| 27 | O | 27 | O | 27 | Q | 27 | Q | 27 | Q |
| 28 | O | 28 | P | 28 | Q | 28 | Q | 28 | Q |

2024-2025 Teachers will move to a new salary schedule (Appendix B-1). Teachers will remain on their same Pay Level letter (A-A, B-B, etc...) on the new 2024-25 Salary Schedule with the exception of Pay Levels P and Q (2023-24 Salary Schedule) which will move to Pay Level O (2024-25 Salary Schedule), and receive an increase to the entire salary schedule based on the final approved foundation allowance figure provided to NCSD by the state. The increase will be applied based on the figures below for the first pay in September for the new contract year. (Appendix B-1)

The new salary schedule reflecting any percentage increases based on the trigger language will be shared with all Teachers in the 2024-2025 school year. Teachers are encouraged to review the published schedule and any Teacher earning a lane change and who may be compensated less for their assigned pay level and lane for the 2024-2025 school year compared to what they previously would have been compensated that year on the 2022-2023 Salary Schedule should notify the NEA leadership by October 1, 2024. If confirmed, a one-time off-schedule stipend will be paid in the amount of the difference between the wage they are scheduled to be compensated on the NEA Salary Schedule for 2024-2025 and what they would have been paid on the 2022-2023 Salary Schedule.

For the 2024-25 Salary Schedule, Teachers will receive an increase to the entire salary schedule based on the final approved foundation allowance figure to NCSD provided by the state. The increase will be applied for the first pay in September for the new contract year.

| 2024-25 Pupil Foundation Allowance Increase | 2024-25 Salary Schedule Increase Amount |
|---|---|
| Less than \$170 per student | 0% |
| \$171 - \$220 per student | .5% |
| \$221 - \$280 per student | 1% |
| \$281 - \$320 per student | 1.5% |
| \$321 - \$420 per student | 2% |
| \$421 - \$499 per student | 2.5% |
| More than \$500 per student | 3% |

2025-2026 Teachers will progress up a pay level from the previous year (A-B, G-H, etc...) and receive an increase to the entire salary schedule based on the final approved foundation allowance figure provided to NCSD by the state. The increase will be applied based on the figures below for the first pay in September for the new contract year. (Appendix B-1)

The new salary schedule reflecting any percentage increases based on the trigger language will be shared with all Teachers in the 2025-2026 school year. Teachers are encouraged to review the published schedule and any Teacher earning a lane change and who may be compensated less for their assigned pay level and lane for the 2025-2026 school year compared to what they previously would have been compensated that year on the 2022-2023 Salary Schedule should notify the NEA leadership by October 1, 2025. If confirmed, a one-time off-schedule stipend will be paid in the amount of the difference between the wage they are scheduled to be compensated on the NEA Salary Schedule for 2025-2026 and what they would have been paid on the 2022-2023 Salary Schedule.

For the 2025-26 Salary Schedule, Teachers will receive an increase to the entire salary schedule based on the final approved foundation allowance figure to NCSD provided by the state. The increase will be applied for the first pay in September for the new contract year.

| 2025-26 Pupil Foundation Allowance Increase | 2025-26 Salary Schedule Increase Amount |
|---|---|
| Less than \$150 per student | 0% |
| \$151 - \$200 per student | .5% |
| \$201 - \$260 per student | 1% |
| \$261 - \$300 per student | 1.5% |
| \$301 - \$400 per student | 2% |
| \$401 - \$479 per student | 2.5% |
| More than \$480 per student | 3% |

In the event that the Foundation Allowance in any year of this agreement enacts a zero (0%) increase, or if the Foundation allowance to the district is cut (reduced), both the district and the association will meet to discuss cost-saving measures and solutions to protect employee compensation and the financial health of the district to the fullest extent possible.

Veteran Service Temporary Off-Schedule Payment

All Teachers who were hired before July 1, 1996 will receive the following off-schedule compensation.

| Contract/School Year | Amount |
|----------------------|--------|
| 2023-2024 | \$1000 |
| 2024-2025 | \$500 |
| 2025-2026 | \$0 |

Longevity Payment

In an effort to honor our Teachers who serve the NCSD and have served our schools for their careers, Teachers will receive the following stipends annually based upon the completion of their years of service working in the school district.

| Years of Service in NCSD | Amount |
|--------------------------|--------|
| 15-19 | \$1500 |
| 20-24 | \$2000 |
| 25+ | \$2500 |

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 20 or February 20 of the school year. The Request for Salary Adjustment Form must be completed and submitted to the Talent Management and Development Department by the above dates. Pay will be adjusted to the first day of the school year for requests submitted and documented by September 20th. Pay will be adjusted to the first day of the second semester for requests submitted and documented by February 20th.

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.

Applications for graduate level professional development credit must be submitted to the Assistant Superintendent of Talent Management and Development and the NEA President for review and approval by completing the Graduate Level PD Credit Form before enrolling in graduate level professional development coursework. Please allow up to two weeks for processing. Professional development must have been taken outside of the school day and no more than 6 PD credits can be taken within a year.

- 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. Every effort will be made to place newly employed Teachers on pay level "A" on the Salary Schedule. (Appendix B-1)
- F. Additional relevant experience or the difficulty of finding a high quality candidate 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).
- G. At the beginning of the next school year, all Teachers who have a start date after the first semester will remain at their current pay level for the next year on the Salary Schedule (Appendix B-1). Teachers who start mid-year, but prior to the end of the first semester will advance one pay level.
- 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, or school counselors who hold National Certification in their respective fields (C-SSWS – school social workers; NCSP – school psychologists; ASHA – Speech/Language pathologists; NCSC – school counselors), 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 15th or March 15th 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 supplemental pay forms. All supplemental pay forms need to be submitted within one (1) pay period of the supplemental hours.
- P. If a Teacher is to provide substitute teaching during his/her scheduled planning time (see Article 15) on an occasional, non-consecutive basis, he/she shall receive additional compensation at the hourly rate calculated on the Master's Salary Schedule Track (Appendix B-1, Pay Level A) for each teaching period beyond the normal teaching load.
- 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.
- Planning periods shall be used for professional purposes. Sometimes these may include required meetings about student-related issues. When special education meetings, MTSS meetings, or mandatory training occur during a teacher's planning period more than twice in a month, the teacher will be compensated one-hundred percent (100%) of the Masters pay level "A" hourly rate. Any meeting for professional purposes not related to special education, MTSS, or mandatory training does not qualify for additional compensation.
- 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 Health Insurance
- B. MESSA ABC Plan 1
- C. MESSA ABC Plan 1 with 10% Co-Insurance
- D. MESSA ABC Plan 2 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. These employees will be eligible for \$3600 annually.

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 1st 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 an adequate lunchroom, lounge, restroom facilities, and a lactation room 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, 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.

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 July 1, 2023, and shall continue in effect until the end of the day on June 30, 2026.

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

Dated this first day of July, 2023.

NOVI COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

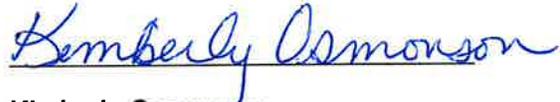


Dr. Danielle Ruskin
President



Willy Mena
Secretary

NOVI EDUCATION ASSOCIATION



Kimberly Osmonson
President



Grat Dalton
Executive Director, MEA

Novi Community School District Board of Education

| | |
|----------------|---------------------|
| Betsy Beaudoin | Jason Michener |
| Paul Cook | Mary Ann Roney |
| Willy Mena | Dr. Danielle Ruskin |
| | Tom Smith |

Negotiation Teams

Novi Education Association

Meaghan Allen

Heather Burnside

Matt Burry

Kim Osmonson

Lizz Szkrybalo

Grat Dalton, MEA

Novi Community School District

David Ascher

John Brickey

Dr. Laura Carino

Nicole Carter

Jeff Dinkelmann

Michael Giromini

Devin Kling

Benjamin Mainka

APPENDIX A
NEA CALENDAR

An electronic copy of the NEA Calendar will be provided each year.

APPENDIX B-1

| NEA Salary Schedule for 2023-24 | | | | | |
|--|-----------|---------------|-----------|----------------|----------------|
| Pay Level | BA | BA +15 | MA | MA + 15 | MA + 30 |
| A | \$52,000 | \$53,300 | \$55,000 | \$56,100 | \$57,500 |
| B | \$56,500 | \$57,900 | \$59,700 | \$60,900 | \$62,400 |
| C | \$58,200 | \$59,600 | \$61,500 | \$62,700 | \$64,300 |
| D | \$59,900 | \$61,400 | \$63,300 | \$64,600 | \$66,200 |
| E | \$61,700 | \$63,300 | \$65,200 | \$66,500 | \$68,200 |
| F | \$63,700 | \$65,300 | \$67,400 | \$68,700 | \$70,400 |
| G | \$65,800 | \$67,500 | \$69,600 | \$70,900 | \$72,700 |
| H | \$68,000 | \$69,700 | \$71,800 | \$73,300 | \$75,100 |
| I | \$70,200 | \$71,900 | \$74,100 | \$75,600 | \$77,500 |
| J | \$72,600 | \$74,400 | \$76,700 | \$78,300 | \$80,200 |
| K | \$75,200 | \$77,000 | \$79,400 | \$81,000 | \$83,000 |
| L | \$77,800 | \$79,700 | \$82,200 | \$83,900 | \$86,000 |
| M | \$80,500 | \$82,500 | \$85,100 | \$86,800 | \$89,000 |
| N | \$83,500 | \$85,600 | \$88,300 | \$90,000 | \$92,300 |
| O | \$86,600 | \$88,800 | \$91,600 | \$93,400 | \$95,700 |
| P | \$89,900 | \$92,100 | \$95,000 | \$96,900 | \$99,300 |
| Q | \$91,400 | \$93,700 | \$96,600 | \$98,600 | \$101,000 |

NEA Salary Schedule for 2024-25

| Pay Level | BA | BA +15 | MA | MA + 15 | MA + 30 |
|------------------|-----------|---------------|-----------|----------------|----------------|
| A | \$56,500 | \$57,900 | \$59,700 | \$60,900 | \$62,400 |
| B | \$58,200 | \$59,600 | \$61,500 | \$62,700 | \$64,300 |
| C | \$59,900 | \$61,400 | \$63,300 | \$64,600 | \$66,200 |
| D | \$61,700 | \$63,300 | \$65,200 | \$66,500 | \$68,200 |
| E | \$63,700 | \$65,300 | \$67,400 | \$68,700 | \$70,400 |
| F | \$65,800 | \$67,500 | \$69,600 | \$70,900 | \$72,700 |
| G | \$68,000 | \$69,700 | \$71,800 | \$73,300 | \$75,100 |
| H | \$70,200 | \$71,900 | \$74,100 | \$75,600 | \$77,500 |
| I | \$72,800 | \$74,600 | \$76,900 | \$78,500 | \$80,400 |
| J | \$75,500 | \$77,400 | \$79,800 | \$81,400 | \$83,400 |
| K | \$78,400 | \$80,300 | \$82,800 | \$84,500 | \$86,600 |
| L | \$81,300 | \$83,300 | \$85,900 | \$87,600 | \$89,800 |
| M | \$84,500 | \$86,700 | \$89,300 | \$91,100 | \$93,400 |
| N | \$87,900 | \$90,100 | \$92,900 | \$94,800 | \$97,200 |
| O | \$91,400 | \$93,700 | \$96,600 | \$98,600 | \$101,000 |

APPENDIX B-2

SCHEDULE B

All relevant NCSD experience will be granted to current employees in all positions listed below.

A. Categories

- Category A: Competitive Sports
- Category B: Competitive Clubs and Organizations
- Category C: Co-Curricular Activities
- Category D: School Club/Activity
- Category E: Extra Responsibilities

| TYPE | Annual Application | Annual Evaluation/Review | Paid Sponsor/ Coach | Club Fee | Transportation |
|-------------------------------------|--------------------|----------------------------------|---------------------|-----------------------------------|--|
| Competitive Sports | No | No | Yes | Pay to Participate | Yes |
| Competitive Clubs and Organizations | No | Spring- Yes (sent out in May) | Yes | No (may be participation fees) | Drop offs within 130 miles |
| Co-Curricular Activities | No | No | Yes | No (may be participation fees) | Drop offs within 130 miles and up to 2 buses |
| School Club/Activity | Yes | Spring- Yes (sent out in May) | Yes | Yes | No |
| Interest Group | Yes | Spring- Yes (sent out in May) | No | Yes | No |

B. Category A, B, C, and D: Review Process

1. A Student Activities Review Committee consisting of up to three (3) representatives each appointed respectively by the Board and the Association will be formed by May 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 Superintendent and the Association by June 1 annually. The final decision to place a position within Schedule B based on enrollment, interest, and program needs shall be determined by the Superintendent and/or his/her designee.

2. When a new position has been assigned a 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 be included in this Agreement.
3. When safety concerns, numbers of participants or additional programs necessitate Schedule B changes, the Association Negotiating Team and Superintendent and/or his/her designee will collaboratively determine the appropriate level of compensation.

C. Category A, B, C, and D: Vacancies

1. For the purpose of this Agreement, a vacancy shall be defined as an existing position that is unfilled, a newly established position, or a position which is filled but which the Board declared will be vacant. A position or positions will be considered vacant at the end of the school year upon retirement of NEA employees who possess a Schedule B position(s) in the District.
2. Vacancies will be posted following the District hiring procedures. However, for positions that are approved through the review process outlined above, those positions will not be posted, and the employee who sponsored the Interest Group will be given first consideration.
3. When filling 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 be distributed throughout the season.

D. Category A, B, C, and D: Evaluations

1. 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

| |
|---|
| Group 1 |
| Football, Basketball, Hockey, Girls Volleyball, Wrestling, Swim & Dive, Track and Field |

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|---|---------------|---------------|---------------|---------------|
| Varsity Head Coach | \$6000 | \$6500 | \$7000 | \$7500 |
| Varsity Assistant Coach | \$3600 | \$3800 | \$4000 | \$4300 |
| JV Head Coach | \$3900 | \$4100 | \$4300 | \$4600 |
| JV Assistant Coach | \$3400 | \$3600 | \$3800 | \$4100 |
| Freshman Head Coach | \$3400 | \$3600 | \$3800 | \$4100 |
| Freshman Assistant Coach | \$2800 | \$3000 | \$3400 | \$3700 |
| Middle School Coach <i>Football</i> <i>Basketball</i> <i>Volleyball</i> <i>Wrestling</i> <i>Track and Field</i> <i>Swim and Dive</i> | \$3000 | \$3200 | \$3600 | \$3900 |

| Group 2 |
|--|
| Ski (B & G), Baseball, Softball, Competitive Cheer, Pom, Soccer, Lacrosse, Tennis, Field Hockey, Cross Country, Golf, Bowling (B & G), Sideline Cheerleading, and Gymnastics |

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|--|---------------|---------------|---------------|---------------|
| Varsity Head Coach | \$4600 | \$5000 | \$5500 | \$6000 |
| Varsity Assistant Coach | \$2600 | \$2800 | \$3000 | \$3300 |
| JV Head Coach | \$2900 | \$3100 | \$3300 | \$3500 |
| Freshman Head Coach | \$2600 | \$2800 | \$3000 | \$3300 |
| Middle School Coach <i>Cross Country</i> <i>Lacrosse</i> <i>Softball</i> <i>Baseball</i> <i>Competitive Cheer</i> <i>Pom</i> <i>Soccer</i> <i>Sideline Cheerleading</i> | \$2400 | \$2600 | \$2800 | \$3100 |

Coach Aides

In an effort to provide the safest environment possible for students it may be necessary to add additional aides to the competitive sport based on level of participation. Additional aides will be paid the following rates:

| Position | Year 1 |
|---------------------------------|---------------|
| High School Sport Aide | \$1000 |
| Middle School Sport Aide | \$750 |

Athletic Aides

In order to support the safe running of our athletic activities, the athletic department selects Athletic Aides for each season to ensure proper event management occurs.

| Position | Year 1 |
|------------------------------------|---------------|
| High School Athletic Aide | \$2500 |
| Middle School Athletic Aide | \$1750 |

Category B: Competitive Clubs and Organizations

| |
|---|
| Group 1 |
| HS Marching Band, MS & HS Robotics, E-Sports, Snowboard Cross, and Unified Sports |

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|-------------|--------|--------|--------|--------|
| Head Coach | \$4600 | \$5000 | \$5500 | \$6000 |
| Asst. Coach | \$2600 | \$2800 | \$3000 | \$3300 |

| |
|--|
| Group 2 |
| Debate, Forensics, Quiz Bowl, DECA, and HOSA |

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|-------------|--------|--------|--------|--------|
| Head Coach | \$2700 | \$3000 | \$3300 | \$3600 |
| Asst. Coach | \$1800 | \$2000 | \$2200 | \$2500 |

| |
|--------------------------------------|
| Group 3 |
| HS & MS Math Club & Science Olympiad |

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|------------|--------|--------|--------|--------|
| Head Coach | \$1800 | \$2000 | \$2200 | \$2500 |

Club Aides

In an effort to provide the safest environment possible for students it may be necessary to add additional aides to the competitive club based on level of participation. Additional aides will be paid the following rates:

| Position | Year 1 |
|-------------------------|--------|
| High School Club Aide | \$1000 |
| Middle School Club Aide | \$750 |

Category C: Co-Curricular Clubs

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| HS Band, Orchestra, Choir, & Dance Director | \$4200 | \$4600 | \$5000 | \$5400 |
| MS Band, Orchestra, & Choir Director | \$3000 | \$3300 | \$3600 | \$4000 |
| Memorial Day Parade Director - Flat Rate | HS - \$500 MS - \$350 | HS - \$550 MS - \$400 | HS - \$600 MS - \$450 | HS - \$650 MS - \$500 |
| Meadows 5th & 6th Grade Choir and Instrumental Directors | \$2500 | \$2700 | \$2900 | \$3100 |
| HS Color Guard (Fall & Winter), HS Percussion Direction (Fall & Winter), & HS Drama Director (Fall & Winter). | \$2600 | \$2800 | \$3000 | \$3200 |
| HS Musical Director | \$3000 | \$3300 | \$3600 | \$4000 |
| HS Assistant Musical Director, HS Drama Assistant Director (Fall & Winter) | \$1300 | \$1500 | \$1700 | \$2000 |
| MS Drama Director | \$1700 | \$1900 | \$2100 | \$2300 |
| MS Talent Show | \$500 Flat Rate | \$500 Flat Rate | \$500 Flat Rate | \$500 Flat Rate |
| Awkward Pause Director, HS Newspaper, & Yearbook | \$2200 | \$2400 | \$2600 | \$3000 |
| HS Activities Director (Prom, Dances, Events, etc...) | \$4600 | \$4900 | \$5200 | \$5500 |

When Fall and Winter seasons are designated above, it is the understanding that individual stipends will be paid for each season separately.

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. If necessary, a guest teacher will be provided for preparation and set up.

For High School, Art payment shall be \$450 per event (Art Shows/Competition), capped at \$2,250 per school year, per staff member. If necessary, a guest teacher will be provided for preparation and set up.

Extra-Curricular Activities

A. Class Sponsors:

Each grade at the high school will be assigned two (2) class sponsors and will be compensated based on the chart below:

| Grade | Flat Rate |
|---|-----------|
| 9 th – 12 th grades | \$1000 |

The expectation is that these positions are a 4-year commitment.

2. Program Coordinators and Chaperones:

a. It is the expectation of the district that 5th grade teachers will attend 5th 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 |
|--|---------------------|
| 5 th grade Camp Coordinator | \$1200 |
| 5 th grade Camp Chaperones | \$500 |
| MS Washington D.C. Coordinator | \$1200 |
| Voluntary Overnight Trip Chaperones | \$100 per night |
| Voluntary Chaperones (half evening - 6 or less hours) | \$60 per half night |
| WIDA Assessment Coordinator | \$5,000 |

- 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.
- 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.
- 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:

| Program | Year 1 | Year 3 | Year 5 | Year 7 |
|--|---------------|---------------|---------------|---------------|
| District Teacher Mentor Coordinator (2) | \$1800 | \$1850 | \$1925 | \$2000 |
| Reproductive Education Supervisor | \$1900 | \$2000 | \$2125 | \$2250 |
| National Honor Society Coordinator (2) K-12 Science Coordinator | \$2500 | \$2600 | \$2700 | \$2800 |
| Diversity, Equity and Inclusion District Team Member | \$1400 | \$1475 | \$1525 | \$1600 |

Category D: School Club/Activity

Club sponsors are required to maintain and submit the following records at the conclusion of each school year: mission/purpose, meeting calendar, agendas, attendance (sign-in sheets), 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. For the first year of this agreement, all established clubs will be placed in Group 2. After the 2023-2024 school year, the average student membership will be calculated using the 2022-2023 and 2023-2024 membership counts and staff sponsors will be placed in the appropriate group accordingly.

Group 1: (Average Student membership 60+)

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|----------------------|---------------|---------------|---------------|---------------|
| Staff Sponsor | \$1500 | \$1700 | \$1900 | \$2100 |

Group 2: (Average Student membership 41-60)

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|----------------------|---------------|---------------|---------------|---------------|
| Staff Sponsor | \$1300 | \$1500 | \$1700 | \$1900 |

Group 3: (Average Student membership 21-40)

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|----------------------|---------------|---------------|---------------|---------------|
| Staff Sponsor | \$1100 | \$1300 | \$1500 | \$1700 |

Group 4: (Average Student membership under 20)

| Position | Year 1 | Year 3 | Year 5 | Year 7 |
|----------------------|--------|--------|--------|--------|
| Staff Sponsor | \$500 | \$800 | \$1000 | \$1200 |

Category E: Extra-Responsibilities

A. Compensation

1. Hourly Rate Assignments

| | |
|--|---------------|
| Auditorium Activities Coordinator, Festival of the Arts Sponsor – HS (max 10 hours), Graphic Arts Coordinator, K-6 Visual Arts Sponsor (max 10 hours), & Radio Sponsor | \$20.00/hour |
| Bus Chaperone | \$20.00/event |
| 21 F Mentor, Homebound Services, & Test Proctor | \$24.00/hour |
| Summer School Teacher | \$35.00/hour |
| District Sanctioned Curriculum | \$40.00/hour |

2. Mentor/Mentee

a. Mentor Teachers

Each mentor will receive a stipend of \$1,000 per school year, prorated by the months of service out of ten (10). Additional mentees will be compensated at a rate of \$200 each for the school year, not prorated.

b. Mentee Teachers

Mentees who are Teachers in their first year with the District will be required to attend six (6) one hour after school professional development sessions during their first year of employment.

Mentees who are Teachers in their first year with the District 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; and attend fewer than four (4) sessions will receive \$0.

If a Mentee who is a Teacher in their first year with the District 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 Talent Management and Development Department. For those who have attended at least three sessions, a make-up session will be offered in the spring to provide an additional opportunity to meet the expectation of attending four (4) sessions throughout the year.

3.Content Area Leaders

Compensation:
\$3000 per year

| School Year | Elementary (K-6) | MS & 5-8 World Language | HS & 5-12 ELL |
|-------------|----------------------|-------------------------|----------------------|
| 2023-2024 | Year 2 | Post & Hire – Year 1 | Year 3 |
| 2024-2025 | Year 3 | Year 2 | Post & Hire – Year 1 |
| 2025-2026 | Post & Hire – Year 1 | Year 3 | Year 2 |

- a. The CAL Hiring Schedule sets the three year terms to best manage the hiring process across the district.
- 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. Every effort will be made to conduct and conclude the hiring process by June 15 of each new cycle.
- e. Positions that go uncontested will not require an interview if the Assistant Superintendent of Teaching and Learning and Principals are satisfied with the CAL candidate's previous work.
- h. Additional compensation may be earned for special projects based on approval from the Teaching and Learning Department. The additional compensation will be based on the Curriculum rate. The project and the amount shall be agreed upon in writing before the project can begin.

In the event the District requires a Teacher to perform duties that necessitate release time, the District will make that decision and communicate it to the Association leadership.

**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):

Resolution Sought with Administration:

Signature of Grievant: _____ Date: _____

Disposition of Administrator (14 days to respond):

_____ Resolved _____ Denied

Signature of Administration: _____ Date: _____

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

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):

_____ 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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