

MASTER AGREEMENT

between

NORTHVILLE EDUCATION ASSOCIATION

and the

NORTHVILLE PUBLIC SCHOOLS

2006-2007 and 2007-2008 SCHOOL YEARS

August 29, 2007 - August 25, 2008

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

AGREEMENT made and entered into at Northville, Michigan, this ____ day of October, 2007, by and between the NORTHVILLE PUBLIC SCHOOLS, WAYNE, OAKLAND AND WASHTENAW COUNTIES, STATE OF MICHIGAN, party of the first part, hereinafter referred to as the "District," and the NORTHVILLE EDUCATION ASSOCIATION, party of the second part, hereinafter referred to as the "Association."

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - RECOGNITION

SECTION A - RECOGNITION

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

SECTION B - AGENCY SHOP

1. The Board agrees not to negotiate with any teacher organization other than the Northville Education Association for the duration of this Agreement.
2. Any teacher who is not a member of the Association in good standing or who does not make application of membership within thirty (30) days from the date of commencement

of teaching duties, will as a condition of employment, pay a yearly service fee as determined at the beginning of each school year by the Association. The teacher may authorize payroll deduction for such fee in the same manner as provided in Section C of this Article.

In the event that a teacher does not pay a yearly service fee directly to the Association or authorize payment through payroll deduction, the Board will, at the request of the Association, suspend without salary said teacher for a period of seven (7) school days.

The parties expressly recognize that the failure of any teacher to pay a yearly service fee is just cause for a suspension of seven (7) school days.

3. The procedure in all cases of suspension for violation of this Article will be as follows:
 - a. The Association will notify the teacher of noncompliance by certified mail, return receipt requested. Said notice will detail the noncompliance and will provide ten (10) days for compliance, and will further advise the recipient that a request for suspension may be filed with the Board in the event compliance is not effected.
 - b. If the teacher fails to comply, the Association may file charges in writing, with the Board, and will request a seven (7) day suspension of the teacher's employment. A copy of the notice of noncompliance and proof of service will be attached to said charges.
 - c. The Board, only upon receipt of said charges and request for suspension, will conduct an administrative hearing on said charges and to the extent that said teacher is protected by the provision of the Michigan Tenure of Teachers Act, all proceedings will be in accordance with said Act and the Association agrees to pay the court reporter fees and transcript costs.

In the event of compliance at any time prior to suspension, charges will be withdrawn, the Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

4. This Article will be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Labor Mediation Board, or the Courts, the Association will pay the reasonable expenses of such proceedings (including tenure act proceeding) also including the fees of legal counsel retained by the Board. If this Article is found to violate law, the Association will be responsible for any loss or damage, including back pay, awarded by the Courts.

SECTION C - ASSOCIATION DUES DEDUCTIONS

1. The Board agrees to deduct from the salaries of teachers, regular periodic dues for the Association as set up in its Constitution, when authorized in writing by the teacher.

2. Individual authorization forms are to be furnished by the Association, and when executed, filed by it with the District's Business Office.
3. Authorization must be filed with the District's Business Office one (1) week prior to the second scheduled pay day of each school year.
4. Authorization once filed with the District's Business Office will continue in effect until revoked by the teacher, on a form available from the Association, and filed with the District's Business Office. A revocation filed after September 1st of the coming school year will be effective until the first paycheck due in the following school year.
5. The right to refund to teachers monies deducted from their salaries under such authorizations will be solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
6. The procedure for deductions will be:
 - a. Within ten (10) days after the beginning of the school year the Association will certify to the Board, in writing, the current rate of combined Association dues Local (N.E.A.), State (M.E.A.) and National (N.E.A.).
 - b. Deduction will be made in twenty (20) equal installments on each pay after receipt of the authorization after employment.
 - c. Dues deducted will be transmitted to the Association on a prompt basis, but not less than monthly. The Association will be responsible for disbursement of Michigan Education Association and National Education Association dues paid to it, to the Treasurer of those organizations.

SECTION D - ASSOCIATION MEMBERSHIP

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

SECTION E - PAYROLL DEDUCTIONS

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

1. Tax Sheltered Annuity (403B) plan premiums: The District agrees to make an annuity deduction for the M.E.A. Tax Deferred Annuity Plan and for other annuity plans provided by the District. Said plans will be continued as long as teachers are actively enrolled. Changes in annuity deductions may be made in the months of September, January and April. No changes in annuity deductions will be made at other times except for good cause and with the approval of the Superintendent or the Superintendent's designee.
2. Michigan Educational Credit Union: Changes in amounts deducted will be granted in the months of September, January and April. No changes in deductions will be made at other times except for good cause and with the approval of the Superintendent or the Superintendent's designee.
3. Flexible Spending Account: The District shall continue to offer a Section 125 Flexible Spending Account option to make pre-tax deductions for health care and dependent care, subject to applicable IRS regulations. The District shall have the right to select the third-party administrator.
4. Long-Term Disability and Life Insurance: When additional long-term disability and/or life insurance is offered by the District's provider(s), deductions shall be made through payroll deduction. In the event a teacher is on an unpaid leave, arrangements must be made in advance with the Payroll Office for continued payment of said premiums.
5. Service Credit: The District agrees to continue to make a deduction for those members purchasing service credit from the state.
6. The District further agrees to disburse such deductions for the purpose intended, as soon as practicable, but not later than ten (10) working days except in extreme cases of emergency

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION A - INSIGNIA

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

SECTION B - BULLETIN BOARD SPACE

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

SECTION C - USE OF SCHOOL FACILITIES & EQUIPMENT

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

1. Facilities usable: A room in which to conduct work sessions. Use of the room will be cleared with building principals in advance. If the Association desires to meet at a time other than during the normal working hours of the building custodian, it will pay any additional custodial costs incurred by the District.
2. All work to be done and equipment and facilities used will be in the best interest of the Northville Public Schools.
3. If there is excessive use of materials, the Association will reimburse the District for the reasonable costs of such excess materials.
4. All work will be done before or after teaching hours.
5. Use of approved equipment and facilities is not to interfere with the instructional program or administrative needs.

SECTION D - AVAILABLE INFORMATION

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

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

SECTION E - RIGHT TO DISCUSS VIEWS WITH BOARD

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

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

SECTION F - ASSOCIATION OFFICIALS IN SCHOOL BUILDINGS

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

SECTION G - PERFORMANCE OF DUTY

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

SECTION H - DISCUSSING LOCAL BARGAINING WITH STUDENTS

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

SECTION I - DELIVERY OF ASSOCIATION MAIL

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

ARTICLE III - TEACHERS RIGHTS AND RESPONSIBILITIES

SECTION A - RESPONSIBILITIES BEYOND REGULAR TEACHING HOURS

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

Teachers will also attend two activities beyond the contractual work day each school year without compensation. These activities will involve students and/or be attended by the public. The staff and building administration will generate a list of activities from which teachers will select their two activities. If the necessary balance is not achieved through volunteers, the principal will assign the activities in order to achieve the desired balance.

When teachers are required to attend an activity beyond the two (2) required and for which they are not compensated, they will receive the non-instructional rate of pay.

SECTION B - USE OF SCHOOL FACILITIES

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

SECTION C - NON-DISCRIMINATION OF TEACHERS

The District agrees that neither it nor any of its administrative agents will discriminate against any teacher on the basis of race, creed, color, national origin, sex, age, marital status or membership participation in the activities of the Association or any other employee organization. Nothing contained in this Section will be construed as a waiver of any rights the Association or its

members may have under Act 379 of the Michigan Public Acts of 1965 as amended. The private and personal life of any teacher is not within the concern of the District unless it adversely affects the District.

SECTION D - TREATMENT OF STUDENTS

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

SECTION E - TEACHING CERTIFICATE AND OFFICIAL TRANSCRIPT

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

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

SECTION F - REPORTING ABSENCES

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

SECTION G - SCHOOL CLOSINGS

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

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

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

SECTION H - PRESENCE OF ADDITIONAL TEACHER DURING REPRIMAND

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

SECTION I - INTENT TO TERMINATE EMPLOYMENT

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

SECTION J - ENFORCEMENT OF STUDENT CODE OF CONDUCT

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

SECTION K - COMPLIANCE WITH ESEA

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

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

SECTION A - ADMINISTRATIVE CONTROL OF DISTRICT

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

SECTION B - HIRING, PROMOTION AND DISCHARGE OF TEACHERS

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

SECTION C - EXERCISE & LIMITATION OF POWER, RIGHTS AUTHORITY

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

ARTICLE V - GRIEVANCE PROCEDURE

SECTION A - DEFINITIONS

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

SECTION B - PURPOSE

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

SECTION C - STEPS OF GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

SECTION D - TIME FOR PROCESSING GRIEVANCES

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

SECTION E - TIMELINESS OF APPEALS

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

SECTION F - GRIEVANCE AFTER RESIGNATION

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

SECTION G - REPRISALS

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

SECTION H - PRESENCE OF GRIEVANT

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

SECTION I - GROUP GRIEVANCES

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

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

SECTION J - PRIOR GRIEVANCES

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

SECTION K - FINANCE LIABILITY

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

SECTION L - MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURE

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

1. Termination of services of or failure to reemploy any probationary teacher.
2. Any matter subject to the procedures specified in the Michigan Teacher Tenure Act as revised 1993.
3. The removal, assignment, reassignment or failure to assign a teacher to an extracurricular activity.
4. Teacher evaluation may be discussed with the Superintendent; however, content of evaluation will not be a basis of a grievance or subject to the grievance procedure.

SECTION M - GRIEVANCE DOCUMENTS IN PERSONNEL FILES

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

SECTION N - GRIEVANCE INFORMATION

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

ARTICLE VI - SALARY & FRINGE BENEFITS

SECTION A - SALARY SCHEDULE

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

SECTION B - TEACHER'S HOURLY AND DAILY WAGE

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

SECTION C - EXTRA-CURRICULAR PAY

1. It is expressly understood that all extra curricular duties are not subject to tenure with respect to assignment and reassignment. It is further understood that part of the extra-curricular assignment is supplying the administration with requested information relative to the activities of extra curricular assignments.
2. Extra-curricular salaries for the duration of this Agreement will be in accord with Appendix E. For purposes of calculating the extra-curricular rates, the BA base for 2006/07 shall be \$38,154. The base for 2007/08 shall be \$38,917.

SECTION D - MEDICAL INSURANCE

1. The School District agrees to provide coverage for all full-time employees and their immediate families under Health Alliance Plan or Community Blue-P.P.O #1. Employees may continue the Voluntary Sterilization Rider (VST). Employees may continue the Voluntary Abortion Rider (XVA2) provided they pay the premium through voluntary payroll deduction.
2. Any claim settlement between the teacher and the above carrier will not be subject to the grievance procedure.
3. Teachers and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above. If the teacher should lose such coverage, they will become eligible for benefits of this agreement without penalty.
4. The Board will provide \$10 generic/\$20 brand prescription drug program effective January 1, 2005 for all health plans, with Rider PDCM and PCD for Blue Cross.
5. If during the life of the contract the Federal Government develops and implements a National Health Program, the Association will maintain, for the life of the contract, the health insurance in place at the time the National Program is implemented. If the Federal Government imposes a National Health Program on existing contracts before their term expires, and the program results in additional costs for the District, individual members will absorb the new costs.
6. Association Members covered by the District Health Alliance Plan (H.A.P.) and Community Blue-P.P.O. #1 will contribute one-fourth of one percent (.0025) of their annual salary to offset the cost of Board-provided health insurance through payroll deduction. Married members on the same contract will have one deduction.

SECTION E - DENTAL INSURANCE

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

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

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

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

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

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

SECTION F - VISION CARE INSURANCE

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

1. Vision Examination with \$6.50 deductible.
2. Lenses and Frames with \$18.00 deductible.
3. Contact Lenses -
 - a. Cosmetic - Up to \$90.00 including exam.
 - b. Non-Cosmetic - (correcting visual acuity) - Payment in full.

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

SECTION G - LIFE INSURANCE

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

SECTION H - LONG TERM DISABILITY

The District will pay the premium to School Insurance Fund, being the premium on the Policy Number 013354, to provide long term disability insurance for all full time teachers regularly employed, but the District will have the right to change the insurance carrier as long as the basic

benefits and options set forth in School Insurance Fund's policy continue in effect in any policy issued by the subsequent carrier.

LONG TERM DISABILITY BENEFITS

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

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

SECTION I - LIABILITY

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

SECTION J - WORKER'S COMPENSATION

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act will receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide.

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

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

SECTION K - LONGEVITY BENEFIT

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

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

4. After the twenty-fifth year, the following will be paid until severance from the system: \$2,700

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

SECTION L - RETIREMENT PAY

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

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

SECTION M - TUITION REIMBURSEMENT

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

1. To be eligible for reimbursement:
 - a. Teachers must continue in the employ of the District for a minimum of one semester following the completion of the course for which tuition is requested. Newly employed teachers must complete one semester of teaching before they are eligible to receive tuition reimbursement.
 - b. The credit semester hours must have been earned after the teacher has received his/her provisional certificate.
 - c. The credit hours must be graduate class hours (in the 500 series or above). All other hours including independent study hours, must have the prior approval of the Superintendent or the Superintendent's designee.
 - d. The graduate credit hours must be on a degree program related to the teaching area of instruction in the regular school day program or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.
 - e. The credit hours must have been earned from a college or university accredited for teacher education.
2. Qualification for tuition reimbursement will include:

- a. Completed application form as provided by the District.
 - b. Appropriate verification indicating satisfactory completion of course(s) taken and, if required, the teacher's planned course of study.
 - c. Copy of appropriate tuition receipt.
 - d. Copy of Superintendent's approval, if approval was required.
3. The deadline for filing application for tuition reimbursement will be:
- a. Courses which are concluded between February 1 and July 15 of the same calendar year: October 1 or February 15.
 - b. Courses which are concluded between July 16 and August 31 of the same calendar year: October 1 or February 15.
 - c. Courses which are concluded between September 1 and January 31 of the same school year: February 15 or October 1.
4. Eligible tuition reimbursement for courses completed in accord with this section will be made within fifteen (15) days following deadlines (October 1 and February 15) for filing for same.
5. If a teacher does not make application within the two specified deadlines immediately following the completion of his/her course(s), he/she will forfeit his/her right to tuition reimbursement.

SECTION N - EXTRA CREDIT PAY

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

To be eligible for extra credit pay:

1. The credit semester hours must have been earned after the teacher has received his/her provisional certificate.
2. The credit hours must be graduate class credit hours in the 500 series or above. All other hours, including independent study, must have the prior approval of the Superintendent or the Superintendent's designee.
3. The graduate credit hours must be on a degree program and be directly related to the teaching area of instruction in the regular school day program, or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree

in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.

4. Credit for quarter hours will equal 2/3 of a semester credit hour.
5. The credit hours must have been earned from a college or university accredited for teacher education.

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

SECTION O - DRIVER EDUCATION

The rate of pay for the driver education program will be the instructional rate for the current school year. This rate will be increased for the years to follow by the same percentage increase which is applied in establishing the salary schedule for those years. Class load limit will be established by the District and other policies which govern the operation of the driver education program.

SECTION P - OUTSIDE EXPERIENCE CREDIT

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

SECTION Q - ESTABLISHMENT OF SALARY FOR NEW POSITION

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

ARTICLE VII - WORKING CONDITIONS

SECTION A - GENERAL

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

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

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

SECTION B - WORK YEAR

1. The District and the Association agree that the 2006/07 and 2007/08 school years will not constitute more than 187 teacher work days and that teachers will be in the classrooms with the children for instructional purposes not less than 180 days. The SCI/SXI calendar will constitute no more than 223 teacher work days (unless the current waiver of instructional time is no longer valid) and said teachers will be in the classroom with students for instructional purposes not less than 215 days from July 1st through June 30th.

The calendars for the 2006/07 and 2007/08 school years are attached as Appendix D.

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

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

In addition to the four days of professional development set forth in the calendar, the fifth day of professional development shall consist of six (6) one-hour blocks of professional development. Said one (1) hour blocks shall be used exclusively for professional development and will not be counted or considered as faculty meetings. On months when the one (1) hour block of professional development takes place, principals may hold a faculty meeting if the Principal determines one is needed. These six (6) 1-hour blocks will be scheduled at least thirty (30) days in advance by the principal/supervisor, after consultation with the faculty, including the Association Building Representative(s).

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

Elementary - 7:45 a.m. to 8:45 a.m.

Middle School - 3:05 p.m. to 4:05 p.m.

High School - 2:16 p.m. to 3:16 p.m.

3. **ADDITIONAL WORK DAYS:** Additional days of work (compensation based on the individual's daily rate):
 - a. Counselors and Librarians - Five (5) days as determined by the principal upon consultation with the individual involved. An additional five (5) days may be granted any employee qualifying under this provision subject to the recommendation of the building principal and the approval of the Superintendent.

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

4. **ADDITIONAL SERVICES FOR NON-INSTRUCTIONAL DUTIES:**

- a. Teachers who can demonstrate need for performance of non-instructional tasks outside of teaching hours will make application for approval to perform such duties.
- b. Said application will state the task necessary to be performed and the estimated time required.
- c. Said application will be submitted through the appropriate principal or administrator.
- d. Upon approval of the application by the Superintendent or his/her designee, all work will be reimbursed at an hourly rate of \$20.48 per hour for the 2006/07 school year and \$20.89 per hour for the 2007/08 school year. This rate reflects an increase each year of this contract by the same percentage increase which is applied in establishing the salary schedule for those years.

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

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

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

The pay for these activities will be increased in 2005/06 by the same percentage raise that is applied in establishing the salary schedule.

Elementary lunch room duty shall continue to be paid at the rate of \$3,000 per year for the life of the 2006/08 agreement. Elementary lunchtime supervision may involve one or more teachers. If more than one teacher participates, the \$3,000 stipend will be divided between the teachers based on the percentage of time each has supervised the lunchtime period.

SECTION C - WORK DAY

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

High School teachers will report for work at 7:15 a.m.

Middle School teachers will report for work at 7:45 a.m.

Elementary teachers will report for work at 8:20 a.m.

SEP teachers will work 7 hours during the regular school year and report at 7:45 a.m. and 4-3/4 hours during the summer program and reporting at 8:00 a.m. at Cooke School and 8:15 a.m. at Old Village School.

Part-time teachers shall attend parent-teacher conferences in accordance with their proportional full-time equivalency (FTE); however, attendance beyond the part-time teacher's normal equivalency at parent-teacher conferences, professional development and teacher workdays may be requested by the part-time teacher, an administrator, or the District. When a request is made, the administrator and the teacher will meet prior to the event to complete the Request for Approval of District-Required Additional Work (Part-Time Teachers Only) form. The person requesting the additional work will be responsible for ensuring that the timelines are followed.

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

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

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

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

4. **Middle School Day -** The normal scheduled teaching load in the middle school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods and five (5) team planning periods. The Association will be consulted prior to any adjustment to the middle school day. Any adjustment to the middle school day shall not result in the layoff of any bargaining unit member who is employed by the Northville School District as of September 1, 2008.
5. **High School Day:**
 - a. Each full time teacher will be responsible for teaching five (5) eighty-seven (87) minute classes during a consecutive two day period (five (5) classes each semester). In addition, teachers will be responsible for monitoring students and/or providing assistance in the Seminar periods (nine times during a four week period.) Both seventh period and the second period will be eighty-eight (88) minutes to allow for announcements.
 - b. Department Chairs will use the Seminar period to conduct department responsibilities and therefore will not be responsible for monitoring or supervising students during that time.
 - c. Part-time teachers will be paid twenty (20) percent of the total salary for each class taught and will be assigned to the percentage of the work schedule taught (i.e. a teacher who is sixty (60) percent would teach three classes and supervise sixty (60) percent of the Seminar periods).
 - d. Each teacher will have a preparation/collegial period each day equivalent to a class period. The additional time can be used for developing block-teaching strategies and/or for collaborative planning with other members of the staff.

- e. Teachers will be required to conduct a Seminar period during which they are responsible for monitoring, advising, and mentoring students. In addition, each teacher may offer reinforcement or enhancement activities related to the subject matter they are teaching or areas they choose.
 - f. When a high school teacher is required to substitute during his/her preparation time, he/she will be paid five thirds (5/3s) of the instructional rate.
 - g. Teachers and administrators will have the ability to recommend adjustments to the Block Schedule. Any adjustments to the block schedule shall not result in the layoff of any bargaining unit member who is employed by the Northville School District as of September 1, 2008. Further, the Association will be consulted prior to any adjustment to the block schedule.
6. For SEP teachers, the normal teaching hours with students will be five (5) hours and twenty-seven (27) minutes for the regular calendar and four (4) hours for the summer SMI/SXI calendar.
 7. It is understood by the parties that the preceding provision for preparation time and lunch period are subject to such things as field trips and shortened daily schedules.
 8. If the number of days and/or hours of pupil instruction is increased by legislative action or directive beyond what is currently required, the Board and the Association will meet immediately to bargain the changes in the work day and/or school year in order to comply with the state mandates. At the same time, the salary schedule will be negotiated.

SECTION D - TEACHING LOADS

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

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

SECTION E - ASSIGNMENTS

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

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

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

4. **TEACHERS SUBSTITUTING**

- a. Every reasonable attempt will be made to secure a substitute teacher from the first day of the regularly assigned teacher's absence. In order to meet the increasing substitute needs, the District will hire one (1) full-time substitute teacher to be assigned at the High School and one (1) full-time substitute at each Middle School on a yearly basis. If the substitute's services are not required at his/her assigned building, the substitute will report to the building that needs him/her.
 - b. A teacher may be assigned as a substitute in cases of emergency. An emergency situation exists when a teacher is tardy or must leave the classroom due to sudden illness or a personal or other family emergency. A state of emergency will exist until the District can obtain a regular substitute teacher.
 - c. Teachers may be asked to substitute during their planning time if the District is unable to secure a substitute. When this occurs, the building administration will first request volunteers. If no volunteers are available, teachers and other professional staff will be assigned on a rotating basis. Teachers will not be required to substitute more than once a semester due to substitute shortages.
 - d. Teachers will not be assigned as substitutes without extra compensation. If a teacher is assigned as a substitute, he/she will be paid at the instructional rate of \$22.99 for the 2006-2007 school year and \$23.44 for the 2007-2008 school year. These rates reflect an increase for the school years covered by this agreement by the same percentage which is applied in establishing the salary schedule for those years.
 - e. Notification by a teacher that services have been performed in accord with the provisions of this section will be filed by the teacher with the building principal on a form provided by the District. The form will be filed within ten (10) working days from the date of performance of services provided; however, if the services are performed in consecutive working days, the form will be filed within ten (10) days from day of the last performance.
5. The District agrees to relieve regular K-12 teachers of bus duty and any formal patrol duty.

6. The District will strive within its means to insure that secondary teachers will not be assigned more than three preparations in academic areas at any one time. (Academic areas are Mathematics, Science, English, Social Studies.)
7. **CHAIRPERSONS** - The District agrees to name a total of seven (7) high school chairpersons and six (6) middle school chairpersons in each building. Effective the second semester of the 2004/05 school year, one additional chairperson will be added to the high school. The District agrees to name a total of six (6) elementary grade level chairpersons per elementary K-5 building and an additional eight (8) district wide chairpersons representing Art, Music, Physical Education, Media, ALPS, Resource Room, Speech and Language, and Foreign Language. The areas of responsibility (not duties) of the chairpersons will be agreed upon between the District and the Association.

Elementary Chairpersons will be compensated at the following rate:

1 FTE Teachers	\$1,545
2 - 4 FTE Teachers	\$1,791
5 - 10 FTE Teachers	\$2,017

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

4 - 7 FTE Teachers	\$1,193
8 - 13 FTE Teachers	\$1,552
over - 14 FTE Teachers	\$1,791

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

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

1 - 3 FTE Teachers	\$1,193
4 - 7 FTE Teachers	\$1,433
8 - 15 FTE Teachers	\$1,791

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

2 - 3 FTE Teachers	\$1,193
4 - 6 FTE Teachers	\$1,791

The District will provide six (6) ancillary department chairs between the two SEP buildings. In addition, each SEP building will have three department chairs for classroom teachers. They will be compensated as follows:

2 - 4 FTE Teachers	\$1,193
5 - 8 FTE Teachers	\$1,433

The pay for these activities will be increased by the same percentage raise that is applied in establishing the salary schedule.

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

Chairpersons will not be considered supervisory personnel.

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

Duties which chairpersons are expected to assume are the following:

- a. To serve as chairpersons for all departmental meetings. Reports of these meetings to be submitted to their principal(s).
- b. To hold at least one (1) department meeting per month and attend department chairperson meetings scheduled by the principal and department chairpersons. At the elementary level, to coordinate collegial planning periods and to attend meetings as scheduled by the principal and grade level chairpersons.
- c. Coordinate field trips.
- d. To coordinate information regarding conferences, staff development and grade level student activities and school improvement, as appropriate.
- e. Oversee curriculum changes, textbook selections and the department budget.
- f. Oversee textbook, equipment and material inventory for the department.
- g. It will be assumed that persons appointed to this capacity will make themselves available to administrators, teachers and students on reasonable occasions so that their duties may be properly fulfilled. High School Chairpersons will be available

to students during the seminar period when they are not conducting departmental business.

- h. A person appointed to the position of chairperson will not be eligible to maintain the position for more than two (2) consecutive years except in those cases where the principal deems it appropriate and the chairperson maintains endorsement of department affected.

SECTION F - TEACHING FACILITIES:

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

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

SECTION G - FACULTY COMMITTEES

1. As necessary, committees will be established to review needs in the following areas:

- a. Curriculum
- b. Technology
- c. Contract Implementation
- d. Teacher Evaluation
- e. Class Loads
- f. Instructional Strategies

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

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

SECTION H - RESPONSIBILITIES DURING THE CONTRACTUAL DAY

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

SECTION I - USE OF TOBACCO ON DISTRICT PROPERTY

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

SECTION J - TEACHERS OF SPECIAL CLASSES

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

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

SECTION K - COMBINATION CLASSROOMS/SECONDARY SPECIAL SITUATIONS

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

1. Whenever possible, the enrollment in elementary classes will be two (2) students less than the largest class at the grade levels that make up the combination class.
2. Every reasonable effort will be made to avoid assigning students to a combination class who have been diagnosed and had an I.E.P.C. which identifies them as a special needs student. If this results in an imbalance of special needs students in the regular classes, the affected grade level teacher(s) will meet with the building administrator to determine if adjustments can be made.
3. Whenever possible, the distribution of the two grades of a combination classroom will be balanced so that no less than ten (10) students from one grade level are included in the combination.

4. Unless the Association and the District agree, the District will not assign probationary teachers to a combination classroom. The assignment to teach a combination classroom will be rotated between staff members assigned to the elementary level (primary or upper elementary). When assignment cannot be achieved through the rotation process, the involuntary transfer language will be in effect.

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

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

SECTION L - I.E.P.'S

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

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

SECTION M - CO-TEACHING

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

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

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

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

ARTICLE VIII - LEAVES

SECTION A - SICK LEAVE

1. All full time teachers who have less than five (5) years of credited teaching experience will earn one (1) sick day a month or a prorated portion thereof for an annual total of 10 days for teachers on the K-12 calendar and 12 days for teachers on the SEP calendar. All full time teachers who have five (5) or more years of credited teaching experience will earn one and one-half (1-1/2) sick days a month for a prorated portion thereof for an annual total of 15 days for teachers on the K-12 calendar and 18 days for teachers on the SEP calendar.
2. All sick leave accumulated by a teacher prior to the effective date of this Agreement will be credited and carried forward by said teacher. Any sick leave not used by the end of each school year will be added to the sick leave available for the following year. Unused sick leave, up to the number of days in each teacher's calendar year (K-12 or SEP calendar), may be accumulated up to 195 days for K-12 and 195 to 225 for SEP, depending on the teacher work year. The length of the calendar may change from year to year depending on state law requirements. Adjustments will be made to reflect the change in days required.
3. Teachers may use their yearly sick leave allocation in order to care for a member of their immediate family who has a health condition. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents, children, grandchildren, step-parents, step-child, step-brother/sister, foster child living in the home and legal guardian. When the use of family illness days exceeds three (3) consecutive work days, the Superintendent or designee may require the teacher to provide a statement setting forth the specific illness or disability of the family member, and the expected length of the absence. This provision is not intended to be used in conjunction with the FMLA provision.
4. Any teacher whose personal illness extends beyond the period compensated under Sections 1 and 2 above, and has a minimum of ninety-three (93) school days of continuous employment, but less than two (2) years in the School District will be granted a health leave, upon written request and a physician's recommendation, for a period not to exceed thirty (30) school days.

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

5. In the event of an absence of a teacher due to personal illness or disability in excess of three (3) consecutive working days, then, at the District's expense, the Superintendent or his designee, may require the teacher to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence.
6. If a teacher reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she will immediately notify the Office of Human Resources of this fact, and will provide the Office of Human Resources, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the teacher's disability will commence and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that a teacher will comply with this Section at least six (6) months before the expected date of birth.
7. In the event a teacher is unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, then the Superintendent or his designee, may periodically require the teacher, at the teacher's expense, to submit a physician's statement verifying the continued medical necessity for the teacher's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
8. In all cases where the teacher has been absent for more than fifteen (15) working days, the teacher will provide the Human Resources, before returning to work, a physician's statement certifying that the teacher has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.
9. In order to protect the children of the District, upon the recommendation of the Superintendent, the Board may, at its expense, have a teacher take a physical or mental examination to determine whether involuntary sick leave is warranted, providing, however, that the Association is informed of this action and given an opportunity, upon request, to review the matter with the Superintendent. Time lost for the purpose of such examination will be without loss of pay or sick leave earned.
10. The Superintendent or his/her designee, may, at any time, require a teacher, at the District's expense, to be examined by a District appointed physician to determine if the teacher is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions. In addition to the teacher authorizing the District's appointed

physician to conduct such physical or mental examinations as the physician deems necessary, the teacher will sign such documents and medical release forms which are necessary in order for the District's physician or Office of Human Resources to secure from the teacher's physician copies of all his/her pertinent medical records.

11. If a teacher's leave of absence due to illness or disability was fully compensated by paid sick days from the teacher's sick bank, and the leave of absence did not exceed fifty (50) school days, then upon submission to the District of the appropriate physician's statement, the teacher will be assigned his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the fully compensated leave of absence either exceeded fifty (50) school days or the leave carried over into two (2) school years, then, upon submission to the District of the appropriate physician's statement, the teacher will be returned to work and assigned by the Superintendent, or his/her designee, to a position in the School District.

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

12. Notwithstanding any other provision of Section A to the contrary, in the event a teacher is requested by the School District, at any time, to fill an available position in the bargaining unit following the teacher's recovery from the illness or disability, and the teacher does not report to work in that position on the designated date set forth in the notification, then such teacher will have no further rights of reinstatement, and the teacher's failure of acceptance will be treated as a resignation of employment.
13. When a teacher is granted a health leave of absence, he/she will, upon reemployment, be placed on the same position on the salary schedule held prior to the leave of absence.
14. Notwithstanding any other provision of this contract to the contrary, compensation for sick days will only be paid the teacher if he/she would have been otherwise scheduled to work but for the illness or disability.
15. If the teacher's absence is, or can be reasonably expected to be more than thirty (30) working days, and the School District disputes the fact that the teacher is unable to work, the Association or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration will set forth the nature of the illness or disability which is in dispute.

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

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

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

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

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

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

SECTION B - ABSENCE PRIOR TO OR FOLLOWING HOLIDAY OR VACATION

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

SECTION C - LEAVES OF ABSENCE WITH PAY

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

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

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

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

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

3. **CONFERENCE/VISITATION:** The Board agrees to budget \$15,000.00 to enable teachers to attend Administration approved visitations to other schools or to attend conferences and conventions. These funds will be used to cover the cost of substitutes and teacher expenses.
4. **EDUCATION ASSOCIATION ACTIVITIES:** The Board further agrees to release teachers designated by the Association to attend such activities as Michigan Education Association Representative Assembly, Michigan Education Association and/or National Education Association Department meetings and Michigan Education Association and/or National Education Association conventions under the following conditions:
 - a. The Superintendent will be notified ten (10) days in advance of the affected individual and the date he/she will be absent.

- b. The District will not be required to release more than three (3) teachers at any one time no more than six (6) in one year.
 - c. All travel expenses will be borne by the individual or the Association.
5. **PRESIDENT'S RELEASE TIME:** The President of the Association shall be entitled to four (4) business days per year with the substitute teacher's salary paid by the Association. Two (2) additional days will be available with the District and the Association sharing equally the president's salary and the substitute teacher's salary. One (1) week's prior notification to the appropriate principal will be given whenever possible.
- The President of the Association shall be entitled release time of five tenths (.5) assignment from his/her teaching responsibilities to fulfill responsibilities to the Association and the District. At the end of the president's term, the teacher will return to an equivalent position similar in nature to the position left at the time that the term of president began.
6. **JURY DUTY:** When a teacher is called for jury duty on a day that he/she is scheduled to work, the teacher will be paid his/her normal pay. The teacher will submit his/her juror's pay to the District, minus the mileage allowance. Such days will not be deducted from the teacher's sick day allowance.
7. **SUBPOENA:** When a teacher is served a subpoena to appear in court, on school related matters, he/she will notify the District immediately upon notice of the request to appear and will be granted leave with pay. Such days will not be deducted from the teacher's leave day allowance.

SECTION D - PERSONAL LEAVE

1. A personal leave of absence of up to thirty (30) school days may be granted a teacher upon the discretionary approval of the Superintendent of Schools or his/her designee, upon such terms and conditions as may be agreed upon by the teacher and the Superintendent of Schools or his/her designee. If the leave is for illness beyond the days allowed in Section A.3, the leave shall be paid if the teacher has sick days available in his/her bank. Otherwise, it shall be unpaid.
2. An unpaid personal leaves of absence in excess of thirty (30) school days may be granted, upon the discretionary approval of the Board of Education or its designee, upon such terms and conditions as may be agreed upon by the Board of Education, the Association and the teacher. The leave may be granted for up to one (1) school year, with an option for an extension of one (1) additional year, upon request of the teacher and approval of the Board. An extension request must be filed no later than March 1st.
3. If a personal leave of absence is granted pursuant to the first paragraph, seniority will accrue. If it is granted pursuant to the second paragraph, seniority does not accrue.

SECTION E - STUDY LEAVE

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

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

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

Michigan Education Association or National Education Association President

1. A teacher who is elected president of the National Education Association or the Michigan Education Association will be granted a leave without pay, fringe benefits, or seniority accrual for a period not to exceed two (2) years, providing the employee has been in the employ of the District for a minimum of three (3) continuous years. A renewal of said leave will be at the discretion of the Board.
2. An employee on such a leave of absence must give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign, providing that failure to furnish such notice will constitute a notice of resignation.
3. The teacher will be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.

4. When an employee is granted such a leave of absence, he/she will, upon reemployment, retain the following employment rights held by him/her before such leave was granted.
 - a. Unused sick leave held at the start of the leave of absence.
 - b. The regular salary increment occurring during such period will be allowed.

SECTION G - MILITARY LEAVE

1. Military leaves of absence will be granted to any teacher who is inducted or enlists for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States. This leave of absence will be without pay, fringe benefits, or seniority accrual.
2. Teachers on military leave will be given the benefit of any salary increments which would have been credited to them had they remained in active service in the School District and will be reinstated upon completion of such service in accordance with the requirements of Act 145 of the Public Acts of 1943 as amended. Upon reemployment, unused sick leave held at the start of the leave will be restored.

SECTION H - PEACE CORPS/VISTA

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

SECTION I - PUBLIC OFFICE LEAVE

1. A one (1) year leave of absence without pay, fringe benefits or seniority accrual may be requested in writing by a teacher who has been employed for three (3) consecutive years in the District, to campaign for himself/herself, or serve in, an elected public office. Such leaves may be granted for a period not to exceed one (1) year by the Board; providing the

leave is to commence prior to the beginning of, or at the conclusion of a school year. A renewal of said leave will be at the discretion of the Board.

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

SECTION J - EXPERIENCE CREDIT AT START OF LEAVE

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

SECTION K - INSURANCE COVERAGE DURING LEAVE

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

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

SECTION L - SEP SUMMER LEAVES OF ABSENCE

1. By December 15th of each year the District agrees to post four full Summer Leaves and nine partial Summer Leaves for the shortened summer school days.
2. On or before January 15 an SEP teacher who has been employed at least two (2) continuous school years may file a written request with the Office of Human Resources for a leave of absence on a form provided by the District.
3. The granting of a summer leave will be on the basis of seniority and previous leave experience (paid or unpaid).
4. A teacher will be eligible for a summer leave every third year. If all of the leave openings are not taken in a given year, then leaves may be granted more frequently, based on seniority and previous leave experience (paid or unpaid).

5. The granting of a leave of absence will be at the sole discretion of the Superintendent or the Superintendent's designee and the denial of the leave at any time will not be the basis of a grievance nor subject to the grievance procedure.
6. The following are some of the factors which will be considered by the School District:
 - a. The requested leave was timely filed by January 15.
 - b. The teacher has been continuously employed at least two (2) years prior to the filing of the application for leave.
 - c. The request seeks a leave during the shortened summer days.
 - d. The ability of the School District to provide coverage of the teacher's duties during the leave of absence.
 - e. The number of teachers requesting leaves of absence from any particular building and/or from any particular classification.
 - f. The fact that a teacher has higher seniority among those teachers in a particular building and/or particular classification who are requesting leaves.
 - g. Whether the teacher has previously been granted a leave of absence under this Article.
7. If after considering the above factors the Superintendent or the Superintendent's designee decides to grant the leave, then the teacher will be notified in February that the leave has been approved. The teacher will also be notified in writing the reasons why a leave was not approved or why the first choice of summer leave dates were not granted.
8. If a teacher is granted a leave of absence, it will be without pay. Fringe benefits (excluding sick and business days) will be paid and seniority will accrue. Upon expiration of the leave the teacher will be assigned to a position within the School District unless the teacher was laid-off pursuant to Article XII.

SECTION M - FAMILY AND MEDICAL LEAVE ACT

The District will grant per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein. All FMLA requests will receive a response as to the employee's eligibility within two (2) business days after the employee's eligibility is determined in accordance with applicable FMLA regulations.

1. Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
2. Eligible employees may take up to twelve (12) weeks of unpaid leave (including up to 30 days of paid leave if days are available in the teacher's sick bank) in accordance with

Article VIII, Section D (the total length of the leave may not exceed 12 weeks) for one or more of the following reasons:

- a. because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. because of the placement of a son or daughter with the employee for adoption or foster care.
 - c. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
 - d. The employee's own serious health condition, that makes the employee unable to perform the functions of the employee's position.
3. The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

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

4. Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.
5. When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

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

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

6. Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment

benefits, pay and other terms and conditions of employment. Assignment of the employee will be the decision of the Board.

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

Seniority will continue to accrue during the leave.

7. The District, at its sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued sick bank below a total of twenty (20) days.

ARTICLE IX - PROTECTION OF TEACHERS

SECTION A - ADMINISTRATIVE SUPPORT

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

SECTION B - ASSAULT

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

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

SECTION C - COMPLAINTS

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

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

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

SECTION D - LOSS OR DAMAGE/PERSONAL PROPERTY

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

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

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

SECTION E - LOST TIME

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

SECTION F - PERIOD OF PROBATION

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

Once a social worker, psychologist, physical or occupational therapist completely satisfies his/her probationary period then he/she will not be discharged for the character of his/her professional services without just cause. The discharge will not be the basis of a grievance if the matter is subject to the procedures specified in the Teacher Tenure Act or if the social worker, psychologist, physical or occupational therapist elects to contest the discharge before the Teacher Tenure Commission.

SECTION G - LIABILITY INSURANCE

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

SECTION H - SURVEILLANCE EQUIPMENT

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

ARTICLE X - NEGOTIATION PROCEDURE

SECTION A - NEGOTIATING

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

SECTION B - RIGHT AND OPPORTUNITY TO MAKE PROPOSALS

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

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

SECTION C - RIGHT TO ACT

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

SECTION D - MODIFICATION OF AGREEMENT

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

SECTION E - MONTHLY CONTRACT MAINTENANCE MEETINGS

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

Time of meetings between the parties will be mutually determined.

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

ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS

SECTION A - SENIORITY

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

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

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

SECTION B - VACANCIES

1. Whenever any opening, which the District intends to fill, within the bargaining unit for the coming school year arises by virtue of a newly created position, a death, leave, resignation, retirement, dismissal or non-renewal, the District will publicize same by

giving written notice of such vacancy to the Association and by providing the posting in every school building after placing teachers pursuant to Section C, Transfers. No opening will be filled until such openings have been posted five (5) school days, after July 1st and until the first regularly scheduled teacher work day of the new school year the District will continue to post openings, but may fill same without regard to the above time limit. Any certified and qualified teacher may apply in writing for said openings within the above time limits.

2. During the summer months, the Board will post a composite in the Human Resource Office and on the District web page, for all vacancies occurring in the bargaining unit, newly created positions and positions within the professional staff.
3. Whenever two or more teachers whose qualifications are relatively equal are being considered to fill an opening, preference will be given to the applicant with the greater seniority within the District, provided that it is not in conflict with the instructional requirements or best interest of the pupils. The filling of all such vacancies will be subject to the approval of the Superintendent.
4. The provisions of Section B will not apply in the event there are teachers on layoff.
5. When a vacancy occurs, due consideration will be given to teachers covered by this agreement. The vacancy will be posted internally for five (5) school days consistent with the posting provisions set forth in Paragraph B.1, above. Certified and qualified teachers within the bargaining unit shall be given the first opportunity to apply for and be interviewed for the vacancy. After the internal applicants are interviewed, the District may post the vacancy for external candidates.

SECTION C - TRANSFERS

1. An involuntary transfer (from one school to another) may be necessary to meet instructional and/or program requirements such as may happen in curriculum changes, student selections or other valid reasons. When the transfer is necessary for other than reduction in force, the teacher being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the teacher, the action must be preceded by a period of evaluations, specific identification of weaknesses or deficiencies with recommendations for correction, and evidence of administrative support to the teacher; providing, however, there are not unusual circumstances requiring urgent action. This section may be grieved to the Board level, but the Board's decision is final and binding.
2. In the event of a teacher requested transfer to a vacancy, a sincere effort will be made by the Administration to place teachers in positions they desire providing they are certified and qualified for such position. Teachers who desire a transfer will file a written statement with the Office of Human Resources by March 1. Such statement will include the grade and/or subject to which the teacher desires to be assigned and/or the school.

3. A teacher who has voluntarily transferred into an experimental program may request a transfer back to his/her original grade or subject by filing a written request with the Office of Human Resources by March 1. If a timely transfer request is received, the teacher will be reassigned the succeeding school year to a vacancy in his/her original grade or subject, or if no vacancy exists, to a position in his/her original grade or subject held by a teacher with less seniority. A teacher may only utilize this procedure once during his/her employment.

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

SECTION D - PROMOTION

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

ARTICLE XII - LAYOFF AND RECALL

SECTION A - LAYOFF OF K-12 PERSONNEL

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

1. When positions in a particular subject area in grades 6 through 12 are to be reduced by the Board, the teacher or teachers with least seniority who are teaching in the subject area will be declared surplus.
2. When classroom positions in grades K through 5 are to be reduced by the Board, the classroom teacher or teachers with the least seniority teaching in the affected grade level will be declared surplus.

3. Special Instructional Areas:

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

- The teacher within grades 6 through 12 or a K-12 teacher in the special instructional area if the surplus teacher is certified and meets high-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the particular 6 through 12 subject area or special instructional area if highly-qualified status does not apply).
- c. A teacher in the special instructional area who is declared surplus may bump any other teacher if the surplus teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the particular grade level, subject area or special instructional area if highly-qualified status does not apply).
6. A surplus teacher who is certified and highly qualified in multiple areas can bump teachers of less seniority in those areas, provided the least senior teacher shall be bumped.
 7. If a surplus teacher is not eligible to bump under the provisions of Paragraph 6 above, or in the event a teacher is bumped and is not eligible to bump, then the surplus teacher will be laid off.
 8. If a teacher on a leave of absence would have been laid off, but for the leave of absence, then upon expiration of the leave of absence the teacher will be entitled to exercise his/her rights under Paragraph 5 or 6 above. If the teacher is not eligible under the provisions of Paragraph 5 and 6 above, then he/she will be laid off.
 9. In the event there are teachers on layoff, the Board at its option, may involuntarily transfer teachers to different positions without regard to Article XI, Section C, in order to declare a vacancy for which a laid off teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the vacancy if highly-qualified status does not apply). If two or more laid off teachers are certified and qualified, the vacancy will be awarded to the teacher with the most seniority. Before an involuntary transfer is made, the Superintendent will meet with the Association to discuss the transfer, the reasons for the transfer and to determine if a voluntary transfer can be secured which would accomplish the same purpose.
 10. Teachers will be recalled from layoff to their original positions when the position is declared vacant by the Board or to a vacancy declared by the Board in the regular K through 12 program, for which the teacher is certified and meets highly-qualified status under ESEA or is qualified (has had at least two (2) years of teaching experience in the vacancy if highly-qualified status does not apply).
 11. In order to facilitate the assignment of a teacher laid off, the Board of Education may waive the requirement of two (2) years of teaching experience in Paragraphs 9 and 10 above upon the recommendation of the Superintendent.

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

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

1. When teachers of speech and language/speech pathologist are to be reduced by the Board, the teacher or teachers with the least seniority will be declared surplus.
2. When other teachers of students in the SEP program (i.e., SXI, SC1, and dual-diagnosed) are to be reduced by the Board, the teacher or teachers with the least seniority will be declared surplus, providing the remaining teachers have the necessary certification.
3. When psychologists are to be reduced by the Board, the psychologist with the least seniority will be declared surplus.
4. When social workers are to be reduced by the Board, the social worker or social workers with the least seniority will be declared surplus.
5. When occupational therapists are to be reduced by the Board, the occupational therapist or occupational therapists with the least seniority will be declared surplus.
6. When physical therapists are to be reduced by the Board, the physical therapist or physical therapists with the least seniority will be declared surplus.
7. When School Nurses are to be reduced by the Board, the School Nurse with the least seniority will be declared surplus.
8. A surplus teacher will be assigned to any position declared vacant by the Board, which exists in the SEP program, for which the teacher is certified and has the appropriate endorsement to teach in that vacancy. If two or more teachers are certified and have the appropriate endorsement, the teacher with the most seniority will be assigned to the vacancy.
9. If no vacancy exists for a surplus teacher, the surplus teacher may bump another SEP teacher with less seniority, if he/she is certified and qualified (has the appropriate endorsement to teach the students of the teacher he/she is bumping and has had two (2) years of teaching experience in the area of endorsement).
10. If a surplus teacher is not eligible to bump under the provisions of Paragraph 9 above, or in the event a teacher is bumped and is not eligible to bump, then the surplus teacher will be laid off.
11. If a teacher on a leave of absence would have been laid off, but for the leave of absence, then upon expiration of the leave of absence the teacher will be entitled to exercise his/her rights under Paragraphs 8 and 9 above. If the teacher is not eligible under provisions of Paragraphs 8 and 9 above, then he/she will be laid off.

12. In the event there are teachers on layoff, the Board at its option, may involuntarily transfer teachers to different positions without regard to Article XI, Section C, in order to declare a vacancy for which a laid off teacher is certified and qualified (has the appropriate endorsement to teach in that vacancy). If two or more laid off teachers are certified and qualified, the vacancy will be awarded to the teacher with the most seniority. Before involuntary transfer is made, the Superintendent will meet with the Association to discuss the transfer and the reasons for the transfer and to determine if a voluntary transfer can be secured which would accomplish the same purpose.
13. Teachers will be recalled from layoff to their original positions when the position is declared vacant by the Board or to a vacancy declared by the Board in the SEP program for which the teacher is certified and qualified (has the appropriate endorsement to teach in that vacancy).

SECTION C - LOSS OF BENEFITS DURING LAYOFF

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

SECTION D - RECALL RIGHTS

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

SECTION E - SECURING CREDENTIALS FOR VOCATIONAL EDUCATION OR READING REASSIGNMENT

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

SECTION F - NOTICE OF RECALL

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

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

SECTION G - EXCEPTION TO QUALIFICATION REQUIREMENT

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

ARTICLE XIII - TEACHER EVALUATION

SECTION A - EXPECTATIONS AND STANDARDS OF PERFORMANCE

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

SECTION B - OBSERVATION AND EVALUATION CONFERENCES

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

1. Teachers will be formally evaluated by their principal/immediate supervisor or other administrator designated by the Superintendent. In the event an "other administrator" is designated, the teacher will be provided a written explanation prior to the pre-evaluation conference.
2. Each probationary teacher will work in consultation with their building principal/supervisor to develop an Individualized Development Plan (IDP) that will guide the yearly evaluation and assess the teacher's progress in meeting the goals.
3. A pre-evaluation conference will be held with probationary teachers to review the evaluation process.
4. At least two formal classroom observations, a minimum of 60 days apart, unless otherwise agreed when absences interfere with previously-scheduled observations, will be conducted by the building principal and will be part of the annual year end performance evaluation completed yearly during the four (4) year probationary period.

5. Tenure teachers will be evaluated at least once every three years based on at least two formal classroom observations, a minimum of 60 days apart, conducted during the applicable three year period.
6. Each formal observation of a classroom teacher shall be between 25 minutes and 87 minutes. A formal observation for the purpose of writing an evaluation shall not take place during the first or last week of the school year, nor the day before a vacation or break/recess period.
7. After each formal observation, the administrator shall consult with the teacher to discuss the results of the observation. Such consultation will take place within ten (10) school days of said observation.
8. The completed written evaluation shall be presented to and reviewed with the teacher in a conference called by the evaluator for this purpose. After discussing the evaluation, the teacher shall sign the evaluation indicating she/he has read the evaluation and received a copy of the evaluation.
9. If a tenure teacher receives an evaluation that is less than satisfactory, the District will develop in consultation with the teacher an IDP. The evaluation conducted by the District during the evaluation period must assess the teacher's progress in meeting the goals identified in the IDP.
10. When the District fails to follow the required performance evaluation procedure during each evaluation period, it will serve as conclusive evidence that the teacher's performance for that school year was satisfactory.

SECTION C - EVALUATION PROCEDURE AND FORM

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

SECTION D - SCHEDULING OBSERVATIONS

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

SECTION E - SUGGESTIONS FOR IMPROVEMENTS

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

SECTION F - ACCESS TO PERSONNEL FILE

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

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

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

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

SECTION H - MENTOR TEACHER PROGRAM

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

6. The District will work cooperatively with the Coach/Mentor teacher to provide release time as identified and agreed to by the parties.

SECTION I – GOAL-BASED EVALUATION

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

Eligibility for Participation in the Goal-Setting Evaluation Model

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

Framework for the Goal-Setting Evaluation Model

1. By the end of the eighth week of school, the teacher will meet with the evaluating administrator to jointly determine one or more professional development goals that the teacher will work on during the evaluation period. Timelines for closure, within the three-year evaluation period, will be mutually developed and agreed upon by the teacher and the administrator based on the goal(s).
2. By the end of the tenth week of school, the teacher will complete and submit the Goal-Setting Evaluation form to the building administrator.

3. Teachers are encouraged to consider goals that maximize professional development. One or more of the following areas may be considered:

Instructional techniques	Community relations
Curriculum	Parent relations
Classroom management	Student relations
Student motivation	Planning and organization
Staff relations	Other subjects (if mutually agreed)
Monitoring student achievement	

4. The teacher will record goal(s), activities and/or progress toward achieving the goal (s) and meet at least once in a three year period with the appropriate administrator to review his/her progress, and establish new goal(s) if necessary.
5. Prior to completion of the Goal Setting Evaluation, the teacher will have chosen the documentation and the reporting method.

Examples of documentation may include:

logs	action research project
portfolios	anecdotal records

Examples of reporting methods may include:

report	department meeting
professional development	staff meetings
study groups	work product

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

ARTICLE XIV - STRIKES AND SANCTIONS

SECTION A - COMMITMENT TO THE CONSTRUCTION OF THE EDUCATIONAL PROGRAM

The Association recognizes that the cessation or interruption of professional services by teachers is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them will be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) by any teacher or group of teachers, and pledge themselves to the purpose of insuring continuation of the educational program.

SECTION B - REPRISALS

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

SECTION C - VIOLATION OF ARTICLE XIV

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

The Board of Education, in the event of violation of this Article will have the right, in addition to the foregoing any other remedies available at law, to seek injunctive relief and damages against the Association. If the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any damages.

ARTICLE XV - GENERAL

SECTION A - ACADEMIC FREEDOM

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

SECTION B - PREVIOUS AGREEMENTS

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

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

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

SECTION D - BENEFITS FOR PART-TIME TEACHERS

Teachers employed less than full-time, but at least half-time, will receive a prorated share of all benefits such as sick leave, personal days, tuition reimbursement and insurance (hospitalization and life) if they contribute their prorated share for such insurance coverage.

SECTION E - EXTENDED SCHOOL YEAR

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

SECTION F - STUDENT CODE OF CONDUCT AND STUDENT ABUSE POLICY

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

ARTICLE XVI - CHARTER SCHOOLS

SECTION A - NOTICE TO THE ASSOCIATION

1. The Board of Education will provide immediate notice to the Association of any contact, correspondence or inquiry regarding a charter school application or notice made to the District.
2. The Association and the Board of Education agree to provide each other with information of an application to an Intermediate School District, Community College, or public university that may operate within the boundary of the School District.

SECTION B - INFORMATION AND CONSULTATION

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

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

SECTION C - EMPLOYEES

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

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

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

ARTICLE XVII - DURATION

The provisions of this Agreement will be effective as of August 29, 2007, and will continue and remain in full force and effect to and including August 25, 2008, and thereafter for successive periods of one (1) year unless either party will, on, or before February 1 of the year of expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, or change, or any combination thereof, which will have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

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

BOARD OF EDUCATION
NORTHVILLE PUBLIC SCHOOLS

NORTHVILLE EDUCATION
ASSOCIATION

By: _____
Joan Wadsworth, Board President

By: _____
Thomas Silak, Chief Negotiator

By: _____
Dr. Karen Paciorek, Board Secretary

By: _____
Ann Cook, President

By: _____
Dr. Leonard Rezmierski, Superintendent

By: _____
Laurie Moore, Executive Director

By: _____
Mary Kay Gallagher, Asst. Superintendent

By: _____
David C. Bolitho, Asst. Superintendent

By: _____
Gary P. King, Legal Counsel

K-12 SALARY SCHEDULE2006-2007

<u>STEP</u>	<u>BA</u>	<u>+420 BA+20</u>	<u>MA</u>	<u>+250 MA+10</u>	<u>+500 MA+20</u>	<u>+800 MA+30</u>	<u>+1200 Ph.D.</u>
0	38,154	38,574	42,024	42,274	42,524	42,824	43,224
1	38,535	38,955	42,444	42,694	42,944	43,244	43,644
1.5	39,949	40,369	44,294	44,544	44,794	45,094	45,494
2	41,364	41,784	46,143	46,393	46,643	46,943	47,343
2.5	42,778	43,198	47,991	48,241	48,491	48,791	49,191
3	45,069	45,489	50,825	51,075	51,325	51,625	52,025
3.5	46,512	46,932	52,713	52,963	53,213	53,513	53,913
4	47,950	48,370	54,600	54,850	55,100	55,400	55,800
4.5	49,400	49,820	56,480	56,730	56,980	57,280	57,680
5	50,842	51,262	58,369	58,619	58,869	59,169	59,569
5.5	52,283	52,703	60,249	60,499	60,749	61,049	61,449
6	53,729	54,149	62,137	62,387	62,637	62,937	63,337
6.5	55,169	55,589	64,022	64,272	64,522	64,822	65,222
7	56,614	57,034	65,907	66,157	66,407	66,707	67,107
7.5	58,055	58,475	67,790	68,040	68,290	68,590	68,990
8	59,499	59,919	69,677	69,927	70,177	70,477	70,877
8.5	60,942	61,362	71,562	71,812	72,062	72,362	72,762
9	62,384	62,804	73,445	73,695	73,945	74,245	74,645
9.5	63,826	64,246	75,330	75,580	75,830	76,130	76,530
10	65,268	65,688	77,219	77,469	77,719	78,019	78,419
10.5	66,710	67,130	79,101	79,351	79,601	79,901	80,301
11	68,159	68,579	80,989	81,239	81,489	81,789	82,189
11.5	68,841	69,261	81,799	82,049	82,299	82,599	82,999
12	69,522	69,942	82,609	82,859	83,109	83,409	83,809

No monies will be paid under Step 12 for the 2006-2007 school year. Any employee on Step 12 for the 2006-2007 school year has been paid at the applicable Step 11 rate, and will not have his/her salary adjusted for the 2006-2007 school year.

K-12 SALARY SCHEDULE
2007-2008

<u>STEP</u>	<u>BA</u>	<u>+420 BA+20</u>	<u>MA</u>	<u>+250 MA+10</u>	<u>+500 MA+20</u>	<u>+800 MA+30</u>	<u>+1200 Ph.D.</u>
0	38,917	39,337	42,864	43,114	43,364	43,664	44,064
1	39,306	39,726	43,293	43,543	43,793	44,093	44,493
1.5	40,748	41,168	45,180	45,430	45,680	45,980	46,380
2	42,191	42,611	47,066	47,316	47,566	47,866	48,266
2.5	43,634	44,054	48,951	49,201	49,451	49,751	50,151
3	45,970	46,390	51,842	52,092	52,342	52,642	53,042
3.5	47,442	47,862	53,767	54,017	54,267	54,567	54,967
4	48,909	49,329	55,692	55,942	56,192	56,492	56,892
4.5	50,388	50,808	57,610	57,860	58,110	58,410	58,810
5	51,859	52,279	59,536	59,786	60,036	60,336	60,736
5.5	53,329	53,749	61,454	61,704	61,954	62,254	62,654
6	54,804	55,224	63,380	63,630	63,880	64,180	64,580
6.5	56,272	56,692	65,302	65,552	65,802	66,102	66,502
7	57,746	58,166	67,225	67,475	67,725	68,025	68,425
7.5	59,216	59,636	69,146	69,396	69,646	69,946	70,346
8	60,689	61,109	71,071	71,321	71,571	71,871	72,271
8.5	62,161	62,581	72,993	73,243	73,493	73,793	74,193
9	63,632	64,052	74,914	75,164	75,414	75,714	76,114
9.5	65,103	65,523	76,837	77,087	77,337	77,637	78,037
10	66,573	66,993	78,763	79,013	79,263	79,563	79,963
10.5	68,044	68,464	80,683	80,933	81,183	81,483	81,883
11	69,522	69,942	82,609	82,859	83,109	83,409	83,809
11.5	70,218	70,642	83,435	83,688	83,940	84,243	84,647
12	70,913	71,341	84,261	84,516	84,771	85,077	85,485

These amounts are retroactive to the start of the 2007-2008 school year. Amounts owed as retroactive pay will be paid in as equal installments as possible over the balance of the teacher's contract year after ratification and signing of this Agreement. There will be a freeze on steps for the 2007-2008 school year. For example, an employee on Step 5 of this schedule for the 2006-2007 school year will remain on Step 5 for the 2007-2008 school year. Because some amounts have been paid as step increases for the 2007-2008 school year prior to ratification of this Agreement by both parties, employees who have received such amounts shall have their remaining paychecks adjusted for the balance of the 2007-2008 school year so as to insure that no step increases will be paid for the 2007-2008 school year. The parties agree that, subject to the collective bargaining process, step increases will resume for the 2008-2009 school year, at which time, the step increase will only be one step.

SEP SALARY SCHEDULE2006-2007

<u>STEP</u>	<u>BA</u>	<u>+420 BA+20</u>	<u>MA</u>	<u>+250 MA+10</u>	<u>+500 MA+20</u>	<u>+800 MA+30</u>	<u>+1200 Ph.D.</u>
0	44,686	45,106	49,252	49,502	49,752	50,052	50,452
1	45,133	45,553	49,745	49,995	50,245	50,545	50,945
1.5	46,795	47,215	51,908	52,158	52,408	52,708	53,108
2	48,455	48,875	54,077	54,327	54,577	54,877	55,277
2.5	50,110	50,530	56,242	56,492	56,742	57,042	57,442
3	52,797	53,217	59,563	59,813	60,063	60,363	60,763
3.5	54,488	54,908	61,773	62,023	62,273	62,573	62,973
4	56,177	56,597	63,983	64,233	64,483	64,783	65,183
4.5	57,872	58,292	66,188	66,438	66,688	66,988	67,388
5	59,561	59,981	68,400	68,650	68,900	69,200	69,600
5.5	61,255	61,675	70,609	70,859	71,109	71,409	71,809
6	62,946	63,366	72,819	73,069	73,319	73,619	74,019
6.5	64,640	65,060	75,026	75,276	75,526	75,826	76,226
7	66,329	66,749	77,234	77,484	77,734	78,034	78,434
7.5	68,025	68,445	79,444	79,694	79,944	80,244	80,644
8	69,717	70,137	81,651	81,901	82,151	82,451	82,851
8.5	71,408	71,828	83,859	84,109	84,359	84,659	85,059
9	73,098	73,518	86,070	86,320	86,570	86,870	87,270
9.5	74,791	75,211	88,278	88,528	88,778	89,078	89,478
10	76,481	76,901	90,485	90,735	90,985	91,285	91,685
10.5	78,170	78,590	92,693	92,943	93,193	93,493	93,893
11	79,868	80,288	94,906	95,156	95,406	95,706	96,106
11.5	80,667	81,087	95,855	96,105	96,355	96,655	97,055
12	81,465	81,885	96,804	97,054	97,304	97,604	98,004

No monies will be paid under Step 12 for the 2006-2007 school year. Any employee on Step 12 for the 2006-2007 school year has been paid at the applicable Step 11 rate, and will not have his/her salary adjusted for the 2006-2007 school year.

SEP SALARY SCHEDULE2007-2008

<u>STEP</u>	<u>BA</u>	<u>+420 BA+20</u>	<u>MA</u>	<u>+250 MA+10</u>	<u>+500 MA+20</u>	<u>+800 MA+30</u>	<u>+1200 Ph.D.</u>
0	45,580	46,000	50,237	50,487	50,737	51,037	51,437
1	46,035	46,455	50,740	50,990	51,240	51,540	51,940
1.5	47,731	48,151	52,947	53,197	53,447	53,747	54,147
2	49,424	49,844	55,158	55,408	55,658	55,958	56,358
2.5	51,113	51,533	57,367	57,617	57,867	58,167	58,567
3	53,853	54,273	60,755	61,005	61,255	61,555	61,955
3.5	55,578	55,998	63,009	63,259	63,509	63,809	64,209
4	57,300	57,720	65,263	65,513	65,763	66,063	66,463
4.5	59,029	59,449	67,512	67,762	68,012	68,312	68,712
5	60,753	61,173	69,768	70,018	70,268	70,568	70,968
5.5	62,480	62,900	72,022	72,272	72,522	72,822	73,222
6	64,205	64,625	74,276	74,526	74,776	75,076	75,476
6.5	65,933	66,353	76,527	76,777	77,027	77,327	77,727
7	67,655	68,075	78,779	79,029	79,279	79,579	79,979
7.5	69,385	69,805	81,033	81,283	81,533	81,833	82,233
8	71,111	71,531	83,284	83,534	83,784	84,084	84,484
8.5	72,837	73,257	85,536	85,786	86,036	86,336	86,736
9	74,560	74,980	87,792	88,042	88,292	88,592	88,992
9.5	76,287	76,707	90,044	90,294	90,544	90,844	91,244
10	78,011	78,431	92,295	92,545	92,795	93,095	93,495
10.5	79,733	80,153	94,547	94,797	95,047	95,347	95,747
11	81,465	81,885	96,804	97,054	97,304	97,604	98,004
11.5	82,280	82,700	97,772	98,022	98,272	98,572	98,972
12	83,094	83,514	98,740	98,990	99,240	99,540	99,940

These amounts are retroactive to the start of the 2007-2008 school year. Amounts owed as retroactive pay will be paid in as equal installments as possible over the balance of the teacher's contract year after ratification and signing of this Agreement. There will be a freeze on steps for the 2007-2008 school year. For example, an employee on Step 5 of this schedule for the 2006-2007 school year will remain on Step 5 for the 2007-2008 school year. Because some amounts have been paid as step increases for the 2007-2008 school year prior to ratification of this Agreement by both parties, employees who have received such amounts shall have their remaining paychecks adjusted for the balance of the 2007-2008 school year so as to insure that no step increases will be paid for the 2007-2008 school year. The parties agree that, subject to the collective bargaining process, step increases will resume for the 2008-2009 school year, at which time, the step increase will only be one step.

**NORTHVILLE PUBLIC SCHOOLS
K-12 CALENDAR**

2006-07

Teacher Work Day	August 30	Wednesday
Teacher Professional day	August 31	Thursday
Labor Day Recess	September 1 & 4	Friday & Monday
First Day for Students	September 5	Tuesday
Teacher Professional Day	September 25	Monday
Teacher Professional Day	November 7	Tuesday
Thanksgiving Recess	November 23 & 24	Thursday & Friday
Winter Recess/Begins End of Day	December 21	Thursday
Classes Resume	January 3	Wednesday
End of Semester	January 25	Thursday
Teacher Work Day	January 26	Friday
Midwinter Recess Begins End of Day	February 16	Friday
Classes Resume	February 21	Wednesday
Teacher Professional Day	March 19	Monday
Spring Recess Begins End of Day	April 5	Thursday
Classes Resume	April 16	Monday
Memorial Day Recess	May 28	Monday
Last Day of Classes	June 14	Thursday
Teacher Work Day	June 15	Friday

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

**NORTHVILLE PUBLIC SCHOOLS
K-12 CALENDAR**

2007-2008

Teacher Professional Day	August 29	Wednesday
Teacher Work Day	August 30	Thursday
Labor Day Recess	Aug. 31 & Sept. 3	Friday & Monday
First Day of Classes	September 4	Tuesday
Teacher Professional Day	September 24	Monday
Teacher Professional Day	November 6	Tuesday
Thanksgiving Recess	November 22 & 23	Thursday & Friday
Winter Recess Begins End of Day	December 20	Thursday
Classes Resume	January 2	Wednesday
End of Semester	January 24	Thursday
Teacher Work Day	January 25	Friday
Midwinter Recess Begins End of Day	February 15	Friday
Classes Resume	February 20	Wednesday
Teacher Professional Day	March 11*	Tuesday (No school for any students except High School Juniors)
Teacher Professional Day (NHS Only)	March 12*	Wednesday (No school for Freshman, Sophomore, or Seniors at the High School)
Spring Recess Begins End of Day	March 20	Thursday
Classes Resume	March 31	Monday
Memorial Day Recess	May 26	Monday
Last Day of Classes	June 12	Thursday
Teacher Work Day	June 13	Friday

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

**NORTHVILLE PUBLIC SCHOOLS
SEP CALENDAR**

2006-2007

Teacher Work Day	August 30	Wednesday
Teacher Professional Day	August 31	Thursday
Labor Day Recess	September 1 & 4	Friday & Monday
First Day for Students	September 5	Tuesday
Teacher Professional Day	September 25	Monday
Teacher Professional Day	November 7	Tuesday
Thanksgiving Recess	November 23 & 24	Thursday & Friday
Winter Recess/Begins End of Day	December 21	Thursday
Classes Resume	January 3	Wednesday
Midwinter Recess	February 19 & 20	Monday & Tuesday
Classes Resume	February 21	Wednesday
Teacher Professional Day	March 19	Monday
Spring Recess Begins End of Day	April 5	Thursday
Classes Resume	April 16	Monday
Memorial Day Recess	May 28	Monday
Last Day of Classes	June 20	Wednesday
Teacher Work Day	June 21	Thursday
No School	June 22	Friday
First Day of Summer Program	June 25	Monday
Summer Recess	July 2-July 13	
Classes Resume	July 16	Monday
Last Day of Summer Program	August 17	Friday

Student Days = 185 (DD), 215 (SCI & SXI)
 Teacher Days = 221 teacher attendance days plus the six (6) one hour blocks of professional development for the total equivalent of 222 days.

Professional Development
 Days = 5 (4 on Calendar plus the six (6) one-hour blocks of professional development set forth below).

Work Days = 2

These six (6) 1-hour blocks will be scheduled at least 30 days in advance by the principal/supervisor, after consultation with the faculty, including the Association Building Representative(s).

**NORTHVILLE PUBLIC SCHOOLS
SEP CALENDAR**

2007-2008

Teacher Professional Day	August 29	Wednesday
Teacher Work Day	August 30	Thursday
Labor Day Recess	Aug. 31 & Sept. 3	Friday & Monday
First Day for Students	September 4	Tuesday
Teacher Professional Day	September 24	Monday
Teacher Professional Day	November 6	Tuesday
Thanksgiving Recess	November 22 & 23	Thursday & Friday
Winter Recess/Begins End of Day	December 20	Thursday
Classes Resume	January 2	Wednesday
Midwinter Recess	February 18 & 19	Monday & Tuesday
Classes Resume	February 20	Wednesday
Teacher Professional Day	March 11	Tuesday
Spring Recess Begins End of Day	March 20	Thursday
Classes Resume	March 31	Monday
Memorial Day Recess	May 26	Monday
Last Day of Classes	June 18	Wednesday
Teacher Work Day	June 19	Thursday
No School	June 20	Friday
First Day of Summer Program	June 23	Monday
Summer Recess	June 30-July 11	
Classes Resume	July 14	Monday
Last Day of Summer Program	August 15	Friday

Student Days = 185 (DD), 215 (SCI & SXI)
 Teacher Days = 221 teacher attendance days plus the six (6) one hour blocks of professional development for the total equivalent of 222 days.
 Professional Development
 Days = 5 (4 on Calendar plus the six (6) one-hour blocks of professional development set forth below).
 Work Days = 2

These six (6) 1-hour blocks will be scheduled at least 30 days in advance by the principal/supervisor, after consultation with the faculty, including the Association Building Representative(s).

NORTHVILLE PUBLIC SCHOOL DISTRICT
Northville, Michigan
EXTRA-CURRICULAR ACTIVITIES

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

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

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

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

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

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

Extra Curricular Index Ratios
Based on B.A. Minimum

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

EXTRA-CURRICULAR 2006-2007

Group					
Level	I	II	III	IV	V
1	5,342	4,846	3,434	3,090	2,594
2	5,723	5,074	3,625	3,243	2,709
3	6,105	5,342	3,815	3,396	2,862

Group						
Level	VI	VII	VIII	IX	X	XI
1	2,404	2,060	1,564	1,221	687	343
2	2,556	2,175	1,641	1,259	725	382
3	2,671	2,289	1,717	1,335	763	420

Instructional Rate: 2006/07 - \$22.99

Non-Instructional Rate: 2006/07 - \$20.48

EXTRA-CURRICULAR 2007-2008

Group					
1	5,449	4,943	3,503	3,152	2,646
2	5,837	5,175	3,698	3,308	2,763
3	6,227	5,449	3,891	3,464	2,919

Group						
Level	VI	VII	VIII	IX	X	XI
1	2,452	2,101	1,595	1,245	701	350
2	2,607	2,219	1,674	1,284	740	390
3	2,724	2,335	1,751	1,362	778	428

Instructional Rate: 2007/08 - \$23.44

Non-Instructional Rate: 2007/08 - \$20.89

EXTRA-CURRICULAR ACTIVITIES

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

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

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

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

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

TEACHER EVALUATION REPORTS

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

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

Information will be from both formal and informal observations.

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

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

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

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

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

IDP – Individualized Development Plan

Professional Staff Evaluation
Northville Public Schools
Northville, Michigan

Name _____ Evaluator _____ School _____
 Assignment _____

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

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

Professional Staff Evaluation
 Northville Public Schools
 Northville, Michigan

Name _____ Date _____

1. Instructional Performance

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

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

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

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

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

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

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

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

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

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

2. Classroom Management

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

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

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

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

3. Managerial Performance

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

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

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

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

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

4. Professional Attributes

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

	Rating	Comments	Recommendations	IDP Goal
B.		Exercises good judgment.		

	Rating	Comments	Recommendations	IDP Goal
C.		Is Punctual.		

	Rating	Comments	Recommendations	IDP Goal
D.		Has good attendance.		

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

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

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

5. Learning Community

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

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

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

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

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

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

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

6. Professional Growth

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

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

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

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

General Evaluation of Teacher's Performance:

_____ Meets District Standards
 _____ Progressing
 _____ Below District Standards

Evaluator's Recommendation:

_____ Probationary Year One (1) Completed
 _____ Probationary Year Two (2) Completed
 _____ Probationary Year Three (3) Completed
 _____ Probationary Year Four (4) Completed

_____ Recommended for Tenure _____ Continued Tenure _____ Recommended Non-Renewal

Evaluator's Signature _____ Date: _____

8. Teacher Comments/Reactions

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

Teacher's Signature _____ Date: _____

NORTHVILLE PUBLIC SCHOOL DISTRICT

**GOAL SETTING
EVALUATION FORM**

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

GOAL SETTING EVALUATION

SUMMARY

Statement of Goal Outcome, Documentation and Reporting Method:

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Teacher's Signature:		Date:	
Administrator Signature:		Date:	

(Attach additional pages as needed)

form.goalsetting2
10/04

NORTHVILLE PUBLIC SCHOOL DISTRICT
Northville, Michigan

REGISTRATION OF GRIEVANCE

Grievance # _____

Date Filed

Teaching Assignment

Name of Grievant

Building Assignment

Statement of, and Detailed Reason for Grievance: _____

Specific Article and Section Violated: _____
Article Section

Relief Sought: _____

Date(s) Oral Discussion (s) Held with Administrator: _____
Date Date

Results of Oral Discussion(s) with Administrator: _____

Signature of Aggrieved Date

Written Grievance Received by Administrator: _____
Date Received

Administrators Disposition of Grievance: _____

Signature of Administrator Date

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

NORTHVILLE PUBLIC SCHOOL DISTRICT
AGREEMENT

Concerning Elementary Shared Teaching Arrangements

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

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

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

teacher subject areas and collegial meetings to the principal after they have received the special schedule.

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

Duties:

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

Additionally, it is required that the following be completed:

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

- Student time planner posted for student assignments, date due, etc.

Compensation:

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

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

Fringe benefits will be pro-rated at 50%.

JOB-SHARING ASSIGNMENT AGREEMENT

Participant

Assignment

School

Participant

Assignment

School

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

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

Signature of Teacher

Signature of Principal

Signature of Teacher

Date: _____

Approved By

KDP:jt
Jbshre.elemagree

Revised 8/28/02

**NORTHVILLE PUBLIC SCHOOL DISTRICT
AGREEMENT**

Concerning Middle School Shared Teaching Arrangements

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

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

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

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

Duties:

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

Additionally, it is required that the following be completed:

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

Compensation:

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

JOB SHARING ASSIGNMENT AGREEMENT

Participant

Assignment

School

Participant

Assignment

School

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

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

Signature of Teacher

Signature of Principal

Signature of Teacher

Date: _____

Approved By

KDP:jt
Jbshre.elemagree

Revised 8/28/02

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

ELEMENTARY PREPARATION TIME

The following shall confirm our agreement arrived at during negotiations of the 2004/06 Master Agreement between the District and the Northville Education Association regarding elementary preparation time.

The District has agreed that the 300 minutes of preparation time Article VII, Section C, Paragraph 3, shall be maintained for the life of the 2004/06 Agreement.

Northville Education Association

Northville Public School District

Dated: _____

Dated: _____

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

As we discussed, it is our intent to continue to work with the Association to allow its representatives to attend activities described in Article VIII, Section C, Paragraph 4, without regard to the limitations in Section C.4.b., as long as it does not adversely impact the District.

Northville Education Association

Northville Public School District

Dated: _____

Dated: _____

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

The following shall serve to confirm our understanding regarding the maximum allowable sick leave days for SEP teachers under Article VIII, Section A.2. It is understood that if the current SEP waiver is rescinded or not renewed and the SEP school year is lengthened beyond the 221 days, the maximum allowable sick leave accumulation will be increased accordingly.

Northville Education Association

Northville Public School District

Dated: _____

Dated: _____

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

The elementary preparation time and recess duty set forth in Article VII, Section C-3, shall be revised for the life of the new agreement to provide the following:

1. The collegial planning periods for kindergarten teachers shall be two 30-minute periods weekly.
2. The in-building collegial planning periods for humanities teachers shall also be 30 minutes. When there are at least two (2) in-building collegials scheduled in a two-week period, one (1) of the in-building collegials may, at the team's discretion, be used for other planning activities as scheduled in advance with the principal.
3. As for classroom teachers in grades 1 through 5, when at least four (4) collegials are scheduled in a two-week period, one (1) of the four (4) may be used for other planning activities, at the discretion of the team, as scheduled in advance with the principal.
4. As for special education resource and categorical teachers, learning consultants and teachers for speech and language, when at least four (4) collegial are scheduled in a four-week period, one (1) of the four (4) may be used for other planning activities, at the discretion of the team, as scheduled in advance with the principal.
5. It is understood that collegial planning involves professional learning community work, which may include school improvement/NCA activities.
6. Elementary teachers will not be required to supervise any recess.
7. The February 9, 2005 Letter of Understanding regarding elementary prep time will remain in effect until August 25, 2008 unless otherwise agreed to by the parties.

Northville Education Association

Northville Public School District

Dated: _____

Dated: _____

LETTER OF UNDERSTANDING
between
NORTHVILLE EDUCATION ASSOCIATION
and
NORTHVILLE PUBLIC SCHOOL DISTRICT
SICK DAY ALLOCATION AND ACCRUAL
(Retyped 9/07)

The Northville Education Association and Northville Public School District agree to the following resolution of sick day allocation and monthly accrual.

- The Association and the District agree that teachers will accrue sick days on a monthly basis as described in Article VIII, Leaves, Section A.
- A teacher's annual accrual will be reflected in a separate bank from the sick bank as soon as technologically possible.
- A final accounting of sick days used for the school year will be done in June for all teachers following the K-12 calendar, and in August for all teachers following the SEP with summer program calendar.
- Each school year a teacher may exceed her/his monthly accrual of sick days without penalty as long as the teacher's total allocation of days (sick and business) is not exceeded.
- In June or August (see #3), teachers who have exceeded the total allotted number of sick days will see a reduction in pay on the first paycheck in June or August.

Signed: Greg Bergin
Northville Education Association
5/16/02

Signed: Katie Doerr Parker
Northville Public School District
5/16/02

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

THE PARTIES AGREE AS FOLLOWS:

Professional Development/Michigan Merit Curriculum (MMC) Work, and Michigan Merit Exam (MME) testing will occur at the High School on March 11 and March 12, 2008. Each high school teacher will be scheduled to receive at least 6 hours of professional development/MMC work over this two (2) day period. The School District shall have the right to assign those teachers it deems necessary for professional development/MMC work during this two (2) day period. No teacher will be assigned to more than ten (10) hours of professional development/MMC work scheduled by the School District during this two (2) day period. Notwithstanding the foregoing, no teacher will be assigned to more than thirty (30) hours of professional development in the 2007-2008 school year. Subject to the foregoing, the School District will thereafter seek volunteers to proctor this MME testing, and if necessary to assign teachers to this proctoring, will do so on the basis of the lowest seniority teachers first.

Northville Public Schools

Northville Education Association

Date: _____

Date: _____