AGREEMENT BETWEEN THE

NOVI COMMUNITY SCHOOL DISTRICT

AND THE

NOVI ASSOCIATION of EARLY CHILDHOOD EDUCATORS

NAECE

January 9, 2026 – June 30, 2028



NOVI COMMUNITY SCHOOL DISTRICT

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AGREEMENT

This Agreement entered into this ninth day of January, 2026 between the Novi Community School District (hereinafter referred to as the "Employer" or "Board"), and the Novi Association of Early Childhood Educators (hereinafter referred to as the “Association”).

ARTICLE 1

RECOGNITION

The Employer recognizes the Novi Association of Early Childhood Educators as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the entire term of this Agreement for all Teachers in the Novi Community School District excluding the Coordinator of Early Childhood Education, Coordinator of Community Services, Pre-School Aides, Associate Teachers, Administrative Assistants, Facilities Secretary, NEA Special Education Teachers, NEA Psychologists, and guest teachers.

ARTICLE 2

MANAGEMENT RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the District.

2. Continue its rights, policies, and practices of assignment and directions of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any bargaining unit member's work or business on school hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or duties to Employees, determine the size of the work force and to layoff Employees, but no conflict with the provisions of this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of Employees including physical conditions.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.

8. Determine the placement of operations, production, service maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from Employees as specifically provided for in this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

B. Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans With Disabilities Act (ADA) and other similar state or federal legislation. It is understood and agreed that such steps will be taken in consultation and agreement with the Association. In the event any provision of this Agreement or application of this Agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the event of a claim by the Association alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar state and federal legislation.

C. Notwithstanding any provisions of this Agreement, the Employer shall have the right to take whatever steps may be necessary in order to comply with any and all state or federal legislation. Nothing contained in the Agreement shall be construed to limit directly, or indirectly, the Board's management rights under the Public Employment Relations Act (PERA). In the event of any conflict between this section and any provision of this Agreement, this section shall prevail.

   The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE 3

ASSOCIATION RIGHTS

A. The Association and its members shall have the right to use the school building facilities outside of school hours, according to District policy, for Association business.

B. Bulletin boards, school equipment and other District established media or communication, shall be made available to the Association and the Association shall be responsible for proper operation of all such equipment.

The Board will provide bulletin board space in the Early Childhood Education Center, which may be used by the Association for posting notices of the following types:

1. notices of recreational and social events;
2. notices of elections;
3. notices of results of elections;
4. notices of meetings.

C. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all regularly available information concerning the financial resources of the District, allocations and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members of the bargaining unit.

D. The Association shall receive a seniority list of all Employees covered under this Agreement stating name, classification, step, date of hire, and the number of weeks worked each year. Every effort will be made to compile this report by November 1 and April 1 each contract year. The Association shall have digital access to all Board of Education meeting agendas and minutes which are posted on the District website.

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

F. The Board shall provide the equivalent of fourteen (14) hours per year for the collective use of bargaining unit members for Association business outside of the District. It is understood that there shall be no cost to the Association for the use of such time. Such time shall be used for Association training and workshops related to contract maintenance, bargaining, and other related Association activities which benefit all members.

Applications for the use of the time shall be processed through the regular professional release time procedure and shall be signed by the Association President and Superintendent or his/her designee signifying the Association's and Board's approval of the request. There shall be no deduction from the individual's leave allowance accumulation for approved use of Association business time outside the District.

ARTICLE 4

NON-DISCRIMINATION

A. In compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, it is the policy of the Novi Community School District, and the Association, that no person shall on the basis of race, color, religion, national origin or ancestry, sex (including sexual orientation or transgender identity), age, disability, height, genetic discrimination, weight, marital or family status, military status, or any other legally protected category be illegally excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program, activity, or service or in employment.

ARTICLE 5

EMPLOYEE RIGHTS

A. Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of each Employee as long as such religious or political activities are not carried on school grounds during the Employee's hours of work and the Employee's conduct does not adversely affect the District's operations.

B. Any case of assault and/or battery upon an Employee on District property shall be promptly reported to the Board. The Board will provide legal counsel, if, in the reasonable opinion of the Board it becomes necessary, to advise the Employee of his/her rights and obligations in connection with handling of the assault and/or battery by law enforcement and judicial authorities. The obligation to provide legal counsel to advise the employee shall be limited to a single consultation during which the employee's rights and obligations can be reviewed and discussed.

    1. Should the Employee suffer any loss, damage or destruction of clothing or personal property as a result of an assault and/or battery while on duty on District property, the District will reimburse the Employee excluding any areas under insurance coverage for any loss up to a maximum of $200 per incident.

    2. In case of an alleged physical attack on an Employee by a student, both the Employee and the administrator will utilize the procedure outlined in the Revised School Code to remedy the situation.

    3. If an Employee is required to meet with his/her attorney, police, or judicial authorities, or attend court proceedings as a result of an assault and/or battery upon the Employee by a student, parent, or employee, the Employee will be provided with paid leave to do so and shall not be charged for such leave.

C. The Board shall exert every effort consistent with the available facilities and resources to maintain buildings at a comfortable temperature and in a clean, safe, and healthful manner, however this provision is not subject to the grievance procedure.

D. The Employer will take measures in order to prevent or eliminate any hazards which the Employees may encounter at their place of work in accordance with the provisions of OSHA and MIOSHA.

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

F. The Coordinator of Early Childhood Education and/or the Coordinator of Community Services have the authority to review video surveillance footage of the Early Childhood Education Center when there is reasonable cause to believe that a student or staff concern exists. Reasonable cause may include, but is not limited to, complaints or allegations of bullying, harassment, or other misconduct occurring on

school grounds involving students or staff members, safety concerns related to student behavior or non-compliance with school rules, accidents, incidents, or emergencies, or any other circumstance deemed necessary by the Coordinator of Early Childhood Education and/or the Coordinator of Community

Services to ensure the safety and well-being of students and staff. If the Coordinator of Early Childhood Education and/or the Coordinator of Community Services has a concern about a staff member after viewing video surveillance footage, he/she will notify the employee and the Association of the concern within 2 business days.

ARTICLE 6

VETERANS

Veterans will be re-employed in accordance with the Uniformed Services Employment and Re-employment Rights Act and any other federal law.

ARTICLE 7

PAYROLL DEDUCTIONS

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

ARTICLE 8

GRIEVANCE PROCEDURE

A. **Definitions**

A grievance is a complaint by a bargaining unit Employee, or by the Association on its own behalf, concerning 1) any alleged violation, misinterpretation, or misapplication of this Agreement; or 2) any disciplinary action.

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

2. For purposes of this Article, the term "working days" shall be defined to be any day on which student instruction is conducted during the regular academic year, and as Monday through Friday when school is not in session during the summer months.

B. **Purpose**

1. The primary purpose of this Procedure is to secure, at the lowest level possible, resolutions of a complaint.

2. These proceedings will be kept confidential to the extent possible.

C. **Procedure**

1. Level One – Informal

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

2. Level Two

a. Within fourteen (14) working days, if the grievance is not resolved informally at Level One, it shall be reduced to writing, using the form provided (Appendix B), and presented to the Coordinator of Early Childhood Education by the Grievant. The Grievant may request Association representation.

3. **Level Three**

a. Within fourteen (14) working days after the delivery of the Coordinator of Early Childhood Education's decision, the grievance may be appealed in writing to the Superintendent, or his/her designee. Either party may request a meeting to discuss the grievance prior to a decision being made.

b. Within fourteen (14) working days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.

c. If a grievance arises from the action of an authority other than the immediate administrative supervisor, it shall be filed at Level Three.

4. **Level Four**

a. Within fourteen (14) working days after receipt of the decision of the Superintendent or his/her designee, the grievance may be appealed, in writing, to the Board of Education. This level may be waived with mutual agreement of the parties.

b. At the next regularly scheduled Board meeting at least fourteen (14) working days after delivery of the appeal, the Board of Education shall hear the grievance.

c. Within twenty-one (21) working days after the hearing, the Board of Education shall communicate its decision in writing.

Level Five (Arbitration Level) has been removed for the duration of this initial agreement, expiring June 30, 2028.

D. **Time Limits**

Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit lodging an appeal at the next Step of the procedure within the time which would have been allotted had the decision been given. Failure to file a grievance within the time specified shall bar the grievance. Failure to file an appeal to a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing. Any Employee desiring an extension of time in any of the above procedures must give proof that he/she had no knowledge of the grievance.

E. **Rights to Representation**

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

F. **Miscellaneous**

1. If a grievance affects a group of Employees, the Association may process it or withdraw it without prejudice or precedent at the appropriate level.

2. A grievance may be withdrawn at any level without prejudice or precedent.

3. All matters pertaining to a grievance shall be filed in a separate file, unless otherwise required by the Bullard-Plawecki Employee Right to Know Act.

4. Forms for filing and processing grievances shall be as designated in Appendix B.

5. The parties to this Agreement, and/or their agents, shall be provided with all necessary information to process a grievance as allowed by PERA.

6. Any Employee who has been unjustly discharged shall be reinstated with all lost monetary benefits and all other benefits provided by this Agreement.

7. The Association shall be notified of all grievances filed.

ARTICLE 9

PERSONNEL FILE

A. Members of the bargaining unit shall have the right to review the contents of their personnel file, excluding letters of recommendation and employment credentials, and to have a representative of the Association accompany them in such a review. They shall have the right to submit a written reply to any evaluative or disciplinary report placed in their file.

B. All material placed in an Employee's personnel file must bear the date and have affixed the signature of the writer and the proper identification as to the source. The Employee shall be provided the opportunity to sign this material to indicate awareness and not necessarily agreement.

C. The Employee alone, or with the Association Representative, shall, upon request, be allowed to make copies of material from his/her files. The Employer shall, at its discretion, charge the Employee a nominal fee per page.

ARTICLE 10

EMPLOYEE EVALUATION

A. Permanent Employees shall be evaluated annually by the Coordinator of Early Childhood Education.

B. The current evaluation tool will be used for the 25/26 school year. Both parties agree to work collaboratively to review and agree to an updated evaluation tool to be used going forward starting with the 26/27 school year.

C. The Performance Evaluation for Pre-School Teachers shall be completed according to the evaluation timeline shared by the Talent Management & Development Department at the start of each school year. An official copy of the evaluation form shall be given to the Employee by the Coordinator of Early Childhood Education during the evaluation review conference.

D. Should an Employee receive a Needing Support rating, the Coordinator of Early Childhood Education shall provide, in writing, a Plan of Improvement which will contain specific recommendations for his/her improvement, including the length of time the Employee has to improve. The Association shall be notified in the event an Employee receives a Needing Support rating and shall be included in the development of a Plan of Improvement.

E. A final evaluation rating of Needing Support may be subject to the Grievance procedure if there is a failure to properly apply the Evaluation process or procedure, once established.

ARTICLE 11

DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES

A. The Employer agrees to promptly notify the Association, in writing, upon the discharge or suspension of a non-probationary Employee. Discipline and discharge shall be only for just cause.

B. The discharged, or suspended, non-probationary Employee will be allowed to discuss his/her discharge or suspension with the Association, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, whenever possible, the Employer or his/her designated representative will discuss the discharge or suspension with the Employee and the President or his/her designated Association Representative. If not resolved at this meeting, it can then be appealed in writing to the Superintendent, or his/her designee. The Superintendent, or his/her designee, will review the discharge or suspension and give his/her answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter may be processed through the grievance procedure beginning with STEP 4.

C. If a valid complaint has been made against an employee, the employee will be notified in a timely manner of the investigation of the complaint. If the employee is to be disciplined, disciplinary action will be taken within fifteen (15) working days of the completion of the investigation.

ARTICLE 12

PROBATIONARY EMPLOYEES

A. All new Novi Early Childhood Teachers hired into the unit will serve a probationary period until the first anniversary of their active employment. The probationary period will be completed within no more than one (1) twelve (12) month period. Seniority for Employees hired prior to January 1, 2026 will be established after completing the probationary period and is generally based on the hire date for the position identified in the recognition clause. If an employee previously served as a Pre-School Aide or Associate Teacher for the full length of the probationary period before assuming a bargaining unit position, their probationary period will be waived, and seniority will be retroactively adjusted to include that prior service. For Employees hired on or after January 1, 2026, upon completing the probationary period, those employees will be placed on the seniority list and will rank for seniority from their hire date for the position identified in the recognition clause. Prior service in alternative positions will not be considered. There will be no seniority among employees while they are still serving their probationary period. Employees are added to the seniority list in the order they were hired: by year, then day hired. If multiple employees share the same hire date, seniority will be determined alphabetically by last name, with the employee whose name comes first having lesser seniority.

B. The Association shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to layoff, discharge, and discipline probationary Employees and the action is not subject to appeal or grievance. Probationary employees who are laid off or discharged shall not have recourse to the terms of the Agreement.

C. An Employee shall lose his/her seniority for the following reasons:

1. He/she resigns;

2. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;

3. He/she is absent for three (3) consecutive working days without notifying the Employer unless such absence is beyond his/her control; such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated and he/she has lost seniority;

4. He/she does not return to work when recalled from layoff as set forth in the recall procedure.

5. He/she retires.

D. Failure to return from a leave of absence without notification to the Employer will be treated the same as (3) above.

ARTICLE 13

VACANCIES

A. Unless a vacancy is filled through the recall of a laid off employee, vacancies shall be posted on the District's website for at least five (5) days prior to filling such vacancies and will be shared electronically by the Talent Management and Development Department, provided however, that vacancies may be filled on a temporary basis during the posting period. In the event the Employer determines to fill such vacancy, notice shall be posted within ten (10) working days after the vacancy occurs. A vacancy shall be defined as a position that needs to be replaced and will be vacant prior to April 1. The position will be filled based on the Employee's seniority and qualifications.

   Vacancies shall be filled on the basis of the experience, competency, and qualifications of the candidate as determined by the District.

ARTICLE 14

LAYOFF

A. Layoff means a determination by the Employer to effectuate a reduction in the total number of positions, work hours, or any combination thereof.

B. If a layoff becomes necessary, the following procedure shall be followed:

1. Layoff shall be within Classification only.

2. Probationary Employees will be laid-off first.

3. Employees rated Needing Support on their most recent year-end performance evaluation will be laid off next.

4. Employees rated Developing on their most recent year-end performance evaluation will be laid off next.

5. Where effectiveness rating is the same, discipline resulting in an unpaid suspension within the personnel file will be considered.

4. Where effectiveness rating and such discipline is the same, the Employee with the highest seniority will be retained.

Notice of layoff shall be as follows:

1. When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, the District shall notify the Association President/or Designee of the members affected by the layoff. The District will endeavor to provide notice of discontinuance of service to the affected members a minimum of three weeks prior to when the layoff is to become effective.

ARTICLE 15

RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled in a reverse order. Notice of recall shall be sent to the Employee and the Association, at his/her last known email address. If an Employee fails to report for work within ten (10) working days from the date of the notice of recall, this shall constitute the Employee's resignation from employment and automatic termination of his/her employment relationship with the Employer.

ARTICLE 16

TEACHING HOURS

A. Teachers shall be on duty 15 minutes prior to the start of and 15 minutes after the end of the academic day.

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

2. Teachers will perform arrival/dismissal supervision duty as required by the Coordinator of Early Childhood Education, which may include Fridays or days preceding a holiday(s) or break/recess period(s).

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

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

1. The academic day will include a thirty (30)-minute duty-free, uninterrupted lunch period for all full-day Teachers.

2. The teacher work day will follow the total number of minutes depending on position below:

Position Type	Teacher Total Hours	Lunch	Preparation Time
3-year old PS Teacher	7.35 hours/day	30-minute duty-free	21-minutes prep
½ day 3-year old PS Teacher	5.85 hours/day	N/A	21-minutes prep
4-year old PS Teacher	8 hours/day	30-minute duty-free	30-minutes prep
½ day 4-year old PS Teacher	7 hours M-Th/3.5 hours Friday	30-minute duty-free M-Th	30-minutes prep

3. Preparation periods shall be used for professional purposes. Preparation periods shall be used
for student-Teacher conferences, parent-Teacher conferences, class preparation and evaluation or any other professional duty deemed appropriate by the Administration. Assignment to a position involving student supervision shall be considered a teaching period for the purpose of this Article.

4. There shall be no changes in the time of the academic day, as set forth above, without prior notification and consultation with the Association and the Teachers affected.

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

1. daily preparation;

2. attendance at up to one (1) staff meeting per month over the course of the year (excluding meetings called to address emergencies)

3. attendance at three (3) evening events not to exceed a total of ten (10) hours.

Event	# of Hours
Fall Parent-Teacher Conferences	4
Spring Parent-Teacher Conferences	4
Winter Open House	2

   a. If a staff member is expected to attend one of the above events but is absent, they will need to work with the Coordinator of Early Childhood Education to identify an alternate evening event in which they can participate.

4. Teachers will be encouraged to attend:

   a. Parent Advisory Committee Meetings or parent group meetings.

   b. public performances of children in plays, concerts, athletic activities, or other Cocurricular activities.

   c. Board of Education meetings.

   d. Building-wide social events such as Trunk or Treat.

5. When the Superintendent, or his/her designee, declares that the entire District is closed due to inclement weather, all NAECE employees shall not report to work and shall receive their normal compensation. This compensation will be at the equivalent rate of their work hours that were originally scheduled for that particular day. Any employee who had previously arranged an absence, shall not be charged for the day. Employees will be compensated if they report to work on rescheduled days/hours outside of their regular schedule.

ARTICLE 17

HOLIDAYS

A. All full-time Employees shall be entitled to be paid for the following holidays if they fall within their normal work year. Authorized holidays are:

1. Wednesday before Thanksgiving
2. Thanksgiving Day
3. Friday after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. New Year's Eve
7. New Year's Day
8. President's Day
9. Good Friday
10. Memorial Day

Because this agreement is being executed mid-year, no retroactive holiday pay will be issued for the 2025–2026 school year. Holiday compensation will apply only to holidays occurring after Board approval of this agreement and will be provided for the remainder of the 2025–2026 school year. If the holiday falls on Sunday, Monday shall be the paid holiday.

If the holiday falls on Saturday, Friday shall be the paid holiday, unless such day is already a holiday and then the additional holiday will be determined by the District. If the holiday falls on Sunday, Monday shall be the paid holiday.

B. An exception to the above shall be made if school were in session on the aforementioned days. In such case, this shall not imply a double pay situation.

C. An employee using documented death-in-the-immediate family days, or who is on documented sick leave extending over 30 calendar days, may use days from their sick bank to compensate for loss of holiday pay when the holiday falls within the absence period.

ARTICLE 18

LEAVE PLAN

A. Leave With Pay

1. Leave Days are a benefit provided to the Employee and should be used professionally and during a time of need.

   a. Proper use of Personal Leave Days may include for personal illness, temporary physical disability of an employee, illness in the immediate family, or temporary physical disability of an immediate family member.

   b. Personal Leave Days may also be needed for personal business. Personal business may be needed for personal or private business such as a major life event (birth, marriage, graduation out of state, closing on a house, etc.). Personal business is for a reason beyond the control of the individual and is needed for a legitimate activity that can be accomplished only during school hours. Prearranged Personal Business Days shall not be taken in the first or last week of the school year or within one (1) day before or after a break/recess period. When there are circumstances beyond the control of the Teacher that warrant a request to use a Personal Business Day during a prohibited time, the Teacher shall submit a request form, Request for Personal Business Day During a Prohibited Time at least one week in advance of the requested date. Employees planning to use a Personal Business Day(s) shall make a request to the Coordinator of Early Childhood Education at least three (3) days in advance, except in cases of emergency. No more than two (2) employees per day may be off for personal business reasons unless approved by the Coordinator of Early Childhood.

   c. Leave Days are not to be used for vacation with the exception of the Once in a Decade Vacation Request. The Employee must complete the Once in a Decade Vacation Request form, which can be found on Staff Links, at least thirty (30) days in advance and submit it to the Assistant Superintendent of Talent Management & Development for review. Late requests will not be considered. Vacation requests may not exceed five (5) days. Personal business days will be utilized first and any remaining days will be taken unpaid. The District reserves the right to deny the request if a pattern of absences or concerns with attendance have been previously documented. Additional requests within a decade will be denied and progressive discipline will occur.

2. At the beginning of each work year, NAECE Employees shall be credited with eleven (11) Personal Leave days per year of which three (3) days may be used for Personal Business. Leave Day banks will be prorated for partial FTEs and less than a full year of employment due to a late hire or early departure.

   Due to the agreement being signed mid-year, three (3) additional leave days will be added to the leave banks of Employees who have been employed in their position since the start of the 2025–2026 school year. Leave days for Employees hired mid-year will be prorated accordingly based on their hire date.

3. Regular and reliable attendance is an essential function of employment and is expected of all staff. Unpaid leave days are not permitted except in cases of extreme emergency and must be approved in advance by the Assistant Superintendent of Talent Management & Development of his/her designee. Requests for such leave must be submitted in writing, detailing the nature of the emergency, and will be reviewed on a case-by-case basis. The President of NAECE should be notified of each request and subsequent decision. Approval is not guaranteed and will be granted only under exceptional circumstances. Failure to adhere to attendance expectations or to obtain prior approval for unpaid leave may result in disciplinary action, up to and including termination of employment.

4. A Teacher may accumulate a maximum of two hundred (200) days in their Leave Day Bank.

5. In addition to the above leave days, death in immediate family may be granted up to three (3) days for any occurrence with no limitation as to number of occurrences. Additional leave time may be granted in extenuating circumstances by the Assistant Superintendent of Talent Management & Development.

6. Up to three (3) days per year may be used for religious holiday observances. Such days will be taken out of the Employee's personal leave bank. Religious observances are to be requested by the first day of the school year to the Assistant Superintendent of Talent Management & Development.

7. Jury Duty: In situations arising from the calling of an Employee for jury duty or subpoenaed as a witness as a result of a ticket being issued to a citizen involved in a bus incident, the Employee and the Assistant Superintendent of Talent Management and Development shall arrange a schedule of necessary leave and the Employee shall be paid the difference between the salary paid as a juror and that being paid by the Employer. In no case shall the combined salary be greater than the salary paid by the Employer.

8. Criteria for fulfilling requirements of participating in personal leave with pay:
    a. Personal illness and injury - Employees who are absent due to illness or injury shall notify the Coordinator of Early Childhood. Additionally, the Employee will be expected to enter their absence in the substitute management system by 6:00 AM.

        1. The Board, at its own expense, may require an examination, performed by a Board designated physician, of a person whose injury or sickness is the basis of a claim for personal leave or the claim for leave benefits. If upon such examination it appears the person is not sick or injured, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness or injury in order to receive personal leave shall have all such benefits terminated forthwith.

        2. The employee shall provide medical certification for illness upon request of the employer or for absences expecting to last two (2) consecutive days or more because of illness or injury. An employee must apply for leave under FMLA if an absence exceeds five (5) consecutive workdays, provided they meet FMLA eligibility requirements. The Employee is responsible for submitting the necessary documentation to the Employer I a timely manner. Approval and continuation of leave will be subject to FMLA guidelines and district policies. Upon his/her return

and before resuming his/her duties, the absent employee shall submit to the Superintendent or his/her designee with a statement signed by a competent physician indicating the nature of the illness or injury and a certification of fitness for the Employee to resume his or her normal duties.

3. An Employee will not be permitted to return to work without a note from a physician stating that he/she is able to perform the duties of his/her job in a manner that is safe to the Employee and the students.

4. In cases where an Employee is absent from employment by reason of an injury compensable under the Workers' Disability Compensation Act, such Employee shall be paid the daily amount which would be normally earned minus the amount of daily compensation received under the Act. Upon written request from the Employee, paid leave days in such cases shall be deducted from the Employee's leave time bank in proportion to the daily amount paid by the district.

b. Critical illness or death in immediate family or other-personal business, description and the requirements:

1. Immediate family includes spouse, children, grandchildren, parents, grandparents, and siblings, of both the Employee and his/her spouse. Individual adjustments may be made by the Superintendent or his/her designee to cover specific and unusual circumstances.

2. Critical illness of a member of the immediate family that shall require care, attention, and presence of the Employee.

3. All requests for personal leave shall be through the absence management system and shall be reviewed by the Coordinator of Early Childhood Education. Except in cases where extreme circumstances prevent, approval of the Employee request for personal business leave must be obtained from the Coordinator of Early Childhood Education or the Superintendent or his/her designee in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for denial, in which event the Employee shall have the right to appeal directly to the Superintendent, or his/her designee, for approval or disapproval.

4. Except in cases of extreme emergency, failure to submit a request for personal business leave in the absence management system and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence and possible other discipline.

B. Leaves of Absence Without Pay

1. Employees shall not take an unpaid Leave of Absence for the purpose of seeking other similar employment.

2. Seniority does not accrue while on an unpaid leave.

3. Health Leave

Personnel may be granted a health leave when his/her health or the health of a member of the

immediate family, which shall be interpreted as parents, spouse, child(ren), siblings, in-laws or dependent of the immediate household residence, warrants it, after one (1) year of service, and up to a maximum of one (1) year plus an unfinished year, at the end of which leave, the personnel must either return or resign unless a special extension is recommended by the Superintendent, or his/her designee. When the health of a person or that of the member of his/her immediate family, as defined above, permits his/her return, he/she shall so request the Superintendent, or his/her designee, in writing and submit a statement from a physician certifying his/her fitness to return.

4. Personal Leave

   An Employee, full-time, with at least one (1) year of regular service to the District, may request a personal leave of absence without pay, for a period of up to one (1) year. He/she shall make such a request to the Superintendent, or his/her designee, in writing, clearly stating the reason at least four (4) weeks in advance. Such request shall not be in conflict with any other section of this Agreement. The above time limits may be waived by the Superintendent or his/her designee. Confirmation or denial of request shall be given in writing fifteen (15) days before requested date of leave.

5. Child Care Leave

   a. A request for Child Care Leave shall be made in writing by the Employee. Request for a Child Care Leave must be made at least one (1) month prior to the start of the leave. A Child Care Leave, without pay or fringe benefits may be granted to an employee for a period of up to one (1) year.

   b. Employees on a Child Care Leave must give written notice to the Assistant Superintendent of Talent Management and Development, or his/her designee, by March 15, of the year the leave expires, of their intention to return. Failure to notify the Assistant Superintendent of Talent Management and Development by this date shall constitute the employee's resignation at the conclusion of the original leave.

   c. Increment credit for salary purposes shall not be allowed in this type of leave.

   d. Return to duty will be requested by the Employee, in writing, to the Talent Management and Development Department and be supported by the attending physician's certification of the Employee's ability to resume his/her assigned duties. The Employee will then be considered first on the list of candidates when a position is open requiring a person with his/her qualifications.

   e. An Employee who suffers a still-birth or the death of any child for whom she was granted a child care leave may, upon approval of the Assistant Superintendent, be returned to service after appropriate medical certification by her attending physician and/or the school physician, provided a position is open and available.

6. Family and Medical Leave Act (FMLA)

   a. Pursuant to the Family and Medical Leave Act (FMLA), as amended, an employee with more than one (1) year of experience, and who works at least 1250 hours per year, shall be

entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

1. Birth, adoption, or foster care placement of an employee's child;
2. Serious health condition of an employee's spouse, child, or parent;
3. The employee's own serious health condition.

b. Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the FMLA at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.

c. The Board of Education will continue premium payments for health care benefits for up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member, or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due to the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

d. The employee may first use accrued paid leave pursuant to the terms and conditions of Section A, 1 of this Article. The remainder of any leave time will be unpaid.

e. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.

f. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent, or his/her designee, shall also have the right to have the employee examined by a physician of the District's selection at District expense. The District may also require a physical examination where the examination is otherwise required to determine if the employee has the ability to perform essential job functions without posing a safety threat to himself/herself or others.

7. Return from Leave Without Pay

a. An employee on leave who wishes to resume employment with the District at the beginning of the work year, or at the beginning of the second semester, shall notify the Assistant Superintendent of Talent Management and Development, in writing, no later than March 15th for the start of the work year and November 15th for the second half of the work year of the date he/she plans to return to work. If the employee does not request to return to work by the deadlines, or if they fail to return to work when scheduled, they shall be considered to have resigned their employment with the Novi Community Schools.

b. An employee returning from a leave of absence without pay shall be reinstated in the same or equivalent position for which he/she is qualified, providing a position is vacant and available.

c. Upon return from a leave of absence without pay (excluding FMLA and Personal Leave With Pay), the Employee shall be placed on the Salary Schedule (Appendix A) and retain the seniority status for which he/she was eligible when he/she left for the leave.

d. If the employee is recalled from leave to a vacant position either in person, or by his/her email address, he/she has ten (10) days to return to that position. If the employee does not return, he/she loses any rights to any further positions and will be considered to have resigned their position with the Novi Community School District.

e. If the employee desires to return to work and no position is available, the employee will continue on a month-to-month leave status until such time as there is a position available.

ARTICLE 19

COMPENSATION

A. Employees shall be paid twice per month through direct deposit as designated by the Employer. The Employee upon hire will determine if they would prefer to be paid on a twenty (20) or twenty-four (24) pay schedule. The Employer shall make every effort to assure Employees of the utilization of uniform payroll procedures. When the Employer deems it necessary to change the present payroll procedures, he/she will notify both the Association and the Employees at least thirty (30) calendar days prior to the implementation of any procedural change. The wage scale shall be as noted in Appendix A.

   Employees will not be eligible for overtime compensation. No overtime hours shall be authorized, worked, or paid under this agreement.

B. A non-probationary Employee shall receive attendance incentive pay as follows:
   0 absences during each pay period beginning with the first day in September through the last day of June - $25.00 each pay period for a total of $500 per year.

   When properly and timely submitted, all pay shall be remunerated twice a year, after the conclusion of the first semester and the end of the instructional school year in June. Because this agreement is being executed mid-year, no retroactive attendance pay will be issued for the 2025–2026 school year. The attendance incentive will apply only to the second semester absences between February and June for the remainder of the 2025–2026 school year.

C. One-Time Ratification Bonus
   At the conclusion of the ratification process by both parties, Bargaining Unit Members will be given a one-time, ratification bonus of $2,500 that will constitute the capture of retroactive pay for any wages, reconciliation, or any other financial incentives such as paid holidays gained throughout the bargaining process. This bonus will not be reportable to ORS, and will be paid out through the normal payroll process on the first pay in February, 2026.

D. Longevity

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

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

E. One-Time Retention Stipend
   Bargaining Unit Members will be given a one-time,retention stipend equaling 2.5% of their salary. This payment will be made by the first pay in March, 2026.

F. Wages would follow the current established schedule below:

Pay Level	Hourly Wage
A	$27.25
B	$28.75
C	$30.25

G. The Association and District mutually agree to come together to renegotiate the terms of this agreement as they relate to the number of leave days per year, holiday pay, and compensation, including hourly wages, attendance incentive, and longevity pay, if any changes to the state-level funding model for PreK for All negatively impact the District.

ARTICLE 20

SPECIAL CONDITIONS RELATING TO WAGE SCALE

A. All NAECE Employees hired on/or before December 31 of any school year will be placed on the Salary Schedule based on their certification and experience. They will move to the next Pay Level at the start of the next school year if eligible in accordance with the requirements in Appendix A – Salary Schedule. Educators with a full-year or more of previous teaching experience will be placed on Pay Level B.

B. All NAECE Employees hired after January 1 of any school year will be placed on the Salary Schedule based on their certification and experience. They will move to the next Pay Level at at the completion of the next full school year if eligible in accordance with the requirements in Appendix A – Salary Schedule. Educators with a full-year or more of previous teaching experience will be placed on Pay Level B.

ARTICLE 21

WORKERS' COMPENSATION BENEFITS

A non-probationary Employee who is absent due to an illness or injury which is compensable under the Michigan Workers' Compensation Disability Act shall continue to receive benefits without pro-ration for not longer than one (1) year.

ARTICLE 22

NO STRIKE

The Association fully recognizes that the statutes of the State of Michigan confer upon public Employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Association agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

ARTICLE 23

DURATION OF AGREEMENT

This Agreement shall be effective as of January 9, 2026 and shall continue in effect until the end of the day on June 30, 2028.

In Witness whereof, the parties hereto have caused this Agreement to be executed.

NOVI COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

Dr. Danielle Ruskin
President

NOVI ASSOCIATION of EARLY CHILDHOOD EDUCATORS

Kimberly Belanger
President

Paul Cook
Secretary

Grat Dalton
Executive Director, MEA

Novi Community School District Board of Education

Betsy Beaudoin
Paul Cook
Jamie Kliebert
Willy Mena
Jason Michener
Mary Ann Roney
Dr. Danielle Ruskin

Negotiation Teams

Novi Association of Early Childhood Educators

Kimberly Belanger, President
Grat Dalton, MEA
Emily Roque
Nikki Waananen

Novi Community School District

Katie Booth
Dr. Laura Carino
Jeff Dinkelmann
Stacey Job
Benjamin Mainka
Kristen Meier

APPENDIX A

HOURLY WAGE SALARY SCHEDULE

Wages will follow the current established schedule for NAECE educators below:

Pay Level	Hourly Wage
A	$27.25
B	$28.75
C	$30.25

2025-2026 Hourly Wage Salary Schedule as written
Steps 1-3 will be transitioned to Pay Levels A-C accordingly, with no change in compensation

2026- 2027 & 2027 – 2028 Wage Reopeners

APPENDIX B

GRIEVANCE FORM

Grievance # _____ Contract Year 20 _ _ - 20 _ _

Name of Grievant: _____ Date of Occurrence: _____

Position: _____ Building: _____

LEVEL ONE (30 days to file from occurrence)

Date of Notification: _____ Date of Level One Meeting: _____

Names of Attendees

Grievant(s): _____

Association Representative(s): _____

Administrator/Immediate Supervisor: _____

Disposition of Administrator:

_____

_____

_____

_____

_____ Resolved _____ Denied (14 days to move to Level 2)

LEVEL TWO

Date Level Two Grievance was filed with Administrator: _____

Statement of Grievance:

_____

_____

_____

_____

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

_____

_____

Resolution Sought with Administration:

_____

_____

_____

Signature of Grievant: _____ Date: _____

Disposition of Administrator (14 days to respond):

_____

_____

_____

_____

_____

_____ Resolved _____Denied

Signature of Administration: _____ **Date:** _____

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

_____

_____

_____

_____

Signature of Grievant and/or Association: _____ **Date:** _____

LEVEL THREE

Date Level Three Written Grievance Filed with Superintendent or Designee: _____

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

_____

_____

_____

_____

_____ Resolved _____ Denied

Signature of Superintendent or Designee: _____**Date:** _____

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

_____

_____

_____

Signature of Grievant and/or Association: _____ Date**:** _____

LEVEL FOUR

Date Written Grievance Filed with Board of Education: _____

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

_____

_____

_____

_____ Resolved _____ Denied

Signature: _____ **Date:** _____