South Lyon Community Schools

SOUTH LYON EDUCATION ASSOCIATION
MEA/NEA

MASTER AGREEMENT
August 16, 2026 - August 15, 2027

2026-2027
MASTER AGREEMENT

BETWEEN
THE BOARD OF EDUCATION
OF THE
SOUTH LYON COMMUNITY SCHOOL DISTRICT
AND THE
SOUTH LYON EDUCATION ASSOCIATION,
MEA/NEA

CONTENTS

INTRODUCTION		4
ARTICLE 1	Recognition	4
ARTICLE 2	Bargaining Unit Member Rights	4
ARTICLE 3	Bargaining Unit Member Responsibilities	6
ARTICLE 4	Association Rights and Responsibilities	10
ARTICLE 5	Board Rights and Responsibilities	13
ARTICLE 6	Member Status	14
ARTICLE 7	Professional Compensation	14
ARTICLE 8	Insurance	19
ARTICLE 9	Working Conditions	21
ARTICLE 10	NTPSM Vacancies, Promotions, and Transfers	28
ARTICLE 11	Leave Policy	30
ARTICLE 12	Master Sick Bank	38
ARTICLE 13	Conferences and Conventions	41
ARTICLE 14	Evaluation of NTPSM	42
ARTICE 14.5	NON-NTPSM Evaluation	45
ARTICLE 15	Protection of Bargaining Unit Members	45
ARTICLE 16	Professional Negotiations Procedures	48
ARTICLE 17	Grievance Procedure	48
ARTICLE 18	Academic Freedom	52
ARTICLE 19	Committees	52
ARTICLE 20	Strikes and Sanctions	53
ARTICLE 21	Layoff and Recall of NTPSM	54
ARTICLE 22	Miscellaneous Provisions	58
ARTICLE 23	Mentor Bargaining Unit Members	59
ARTICLE 24	Duration	61
APPENDIX A	School Calendars	62
APPENDIX B	Salary Schedule	64
APPENDIX C	Extra-Curricular Activities/Compensation	67
APPENDIX D	Additional Compensation	73
APPENDIX E	NTPSM Evaluation Forms	74
Index		97

INTRODUCTION

This Agreement is entered into on, August 16, 2026, by and between the Board of Education of the South Lyon Community School District, Oakland County, Michigan (the "EMPLOYER") and the South Lyon Education Association, MEA/NEA, a Michigan corporation, (the "ASSOCIATION"), affiliated with the Michigan Education Association (the "MEA") who are the sole parties to this Agreement.

The Employer and the Association recognize and declare that providing a quality education for the children enrolled in the South Lyon Community Schools is their mutual aim. The parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Association as the exclusive bargaining representative, as defined in Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et. seq.) as amended, for all certified teaching personnel under contract, and/or on leave, but excluding supervisory and executive, office, clerical, maintenance and operating employees, and food service personnel.

A. The term bargaining unit member refers to all employees represented by the Association in the bargaining unit as defined above.
B. The term non-teaching professional staff member (NTPSM) shall include those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act.
C. The term "days" refers to days when school is in session.

1.2 The Employer agrees not to negotiate with an organization other than that designated as the representative pursuant to Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et seq. as amended) for the duration of this Agreement.

ARTICLE 2. BARGAINING UNIT MEMBERS RIGHTS

2.1

A. Each bargaining unit member, upon request, may review the contents of their personnel files excluding any items required by law to be kept confidential. A representative of the Association may, upon request from the bargaining unit member, accompany the bargaining unit member in this review. Each

bargaining unit member's personnel file shall contain the following minimum items:

- All bargaining unit member evaluation reports and recommendations
- Official transcript(s) of academic records to be supplied by the bargaining unit member
- Evidence of certification to be supplied by the bargaining unit member
- Copy of annual contract/salary notification

B. A bargaining unit member will be provided a copy of any unfavorable material placed in their file, except as excluded in (A) above, and will initial the file copy of same. The bargaining unit member's initials will signify knowledge of, rather than agreement with, the contents of the document. A bargaining unit member may write a response to any material placed in their file, and the response will be attached to the object material.

C. The District will verbally notify the employee and the Association President within two (2) working days when it receives a request for all or part of the member's personnel file under the Michigan Freedom of Information Act ("FOIA"). If requested, within two (2) working days of notification, the District shall meet with the affected bargaining unit member and an Association representative before the release of the information within the legally allowable window, to review the FOIA request and the document(s) requested. The District will redact information as legally provided. All exempt materials as outlined in Section 13(1) of the FOIA will be redacted before the release of any information.

D. Procedures used in implementing the FOIA as it applies to the personnel files of NTPSM shall be as follows:

When a disciplinary investigation is in process, all materials relating to it shall be kept in a separate file until a determination of the investigation has been made. If the charge is

unsubstantiated, all materials relating to the incident shall be destroyed unless retention is required by law. If discipline is imposed, it shall become part of the NTPSM's file.

2.2 Except for conduct which violated standards of professional behavior or generally accepted moral standards, the private and personal life of any bargaining unit member is not an appropriate matter for the concern or attention of the Employer.

2.3 When school is not in session, each bargaining unit member shall be given access to the building at reasonable times by arranging such access in advance with the building principal. For the purpose of this article, reasonable time shall be considered time when the building is open. Bargaining unit members may be provided access to their buildings during the summer with building principal approval, providing the work of maintenance and custodial employees is not disrupted.

2.4 No NTPSM shall be disciplined, reprimanded, or discharged without due process and just cause. This provision shall not apply to the discharge or dismissal of a probationary employee.

2.5 When an NTPSM is to be investigated and/or reprimanded, warned or disciplined in writing, the building principal and/or administrator shall notify the NTPSM of their right to request that an Association representative be present. If the NTPSM requests such representation, the Association shall provide the same as soon as possible, but in no case longer than two (2) working days. If an NTPSM is being interviewed regarding the activities of another NTPSM in a disciplinary matter, the NTPSM being interviewed may request that an Association representative be present.

ARTICLE 3. BARGAINING UNIT MEMBER RESPONSIBILITIES

3.1 It is the responsibility of the Association and each individual bargaining unit member to honor Board policies and administrative regulations that do not conflict with this Agreement.

3.2 The bargaining unit members' responsibilities to their students and their profession entail the performance of duties and the expenditure of time beyond the regular classroom duty hours, which include:

A. Careful daily preparation of lesson plans to meet the needs of students on different levels of ability. Plans should be available

for review by appropriate supervisors and for use by substitutes and shall include a general course outline to cover anticipated or unanticipated long-term absence by the bargaining unit member.

B. Objective evaluation of the progress of each student.

C. Observation of students in a variety of circumstances and recording of pertinent information for confidential use by bargaining unit members, counselors, and administrators.

D. Discussion of student learning problems with parents in a professional and objective manner.

E. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual hours impossible.

F. Participation in curricular activities intended for individual professional growth of bargaining unit members and for the progressive evaluation of the JK-12 curriculum.

1. Staff meetings.
    a. Department meetings to discuss immediate problems.
    b. Grade-level meetings to discuss current processes and procedures, develop budget requests, or coordinate teaching efforts in a subject area.
2. Discussion period with principal, counselor, or subject coordinator to seek solutions for individual teaching problems.
3. Previewing audio-visual materials.
4. Examination of new tests and teaching equipment.
5. Reading professional journals.

3.3 Each bargaining unit member shall deem it their responsibility to participate in the following public-oriented activities related to their teaching assignment and building.

A. Parent-Teacher Conferences

The high school and middle school will schedule the equivalent of one (1) full student day including evening, and each elementary building will schedule the equivalent of two (2) full student days, including two (2) evenings, for parent teacher conferences.

1. Whenever possible, all secondary level conferences will be held on a Thursday in November, with high school preceding middle school.
2. By the end of the first student day, the collective staff at each elementary building will determine which two evenings

conferences will be scheduled.

3. PT Conferences at all buildings will be a cumulative total of 6 hours in length beyond the school day, including a 30-minute dinner per day.
4. Each Elementary PT Conference will be scheduled for 15 minutes in length and each Secondary PT Conference will be scheduled for no more than 5 minutes in length.
5. Parent Teacher Conferences will be a 50/50 remote/in-person hybrid model.
   a. During the virtual portion of PT conferences, staff members will have the option to hold either phone calls or Google Meets. This information will be provided to parents on the sign up.
   b. All staff will work in person. Building administration will provide a Google Sheet sign up, or similar program, with pre-generated time slots. Members will hold in-person conferences in their classroom/office.
6. The start time for PT conferences at each level will be as follows:
   a. Early Start Elementary: 12:30 p.m.
   b. Late Start Elementary: 1:15 p.m.
   c. Middle School: 2:45 p.m.
   d. High School: 2:30 p.m.
   e. If the students' end time at any level changes during the course of the agreement, the parties will meet to mutually agree upon the adjusted start times for PT conferences.

B. Fall Curriculum Night

(1) Secondary Curriculum Night shall not be longer than 90 minutes in length.

(2) Elementary Curriculum Night shall not be longer than 60 minutes in length.
   a. Elementary Fall Curriculum Night will be held the Wednesday before the first day of school.
   b. This will be run in an "open house" style from 6:00-7:00 p.m. for all grade levels.
   c. Elementary bargaining unit members shall not be required to present curriculum to parents.
   d. Class lists will be provided to bargaining unit members on the Friday before Elementary Curriculum Night.
   e. Elementary principals will communicate to the community that classrooms may not be "first day" ready.
   f. Bargaining unit members shall be provided a break between

the end of that day's professional development and the start of Elementary Curriculum Night.

3.4 Each bargaining unit member should deem it their responsibility to participate in public-oriented activities related to their teaching assignment and building, such as:

A. Public performances of children in plays, concerts, athletics, etc. If a general education elementary, self-contained special education elementary, or elementary music bargaining unit member (or other bargaining unit member as approved by building administration) agrees to attend a music concert outside of school hours in a supervisory role, they will be paid one hour at the professional rate per contract.
B. Graduation and/or Honors night.

3.5 To provide continuing health protection for the students and other school personnel, it is the District's policy that upon initial employment each employee shall provide, by certification of a physician, evidence of such state of health that they are able to attend to their assigned duties and essential job functions without undue absence during the ensuing year.

3.6 Bargaining unit members who are going to be absent shall notify the Automated Guest Teacher Service as early as possible to report unavailability for each day of absence. After 6:30 a.m., the bargaining unit member shall notify the Personnel Bookkeeper or designee.

A. If the bargaining unit member has notified the Personnel Bookkeeper or designee or the Automated Guest Teacher Service that they will be out a specific number of days, it will not be necessary to call again unless there is a change in the date that the bargaining unit member will again report for duty.
B. If a bargaining unit member reports to their building and finds that they are unable to fulfill their duties due to illness, the bargaining unit member shall notify their building administrator as soon as possible. This procedure shall be considered as compliance with proper notification.

3.7 The district will provide a minimum of five (5) days of five and a half (5.5) hours each, and ten (10) staff meeting hours, of SCECH eligible PD annually. Six (6) SCECH hours of credit shall be given to members of the subject area committees (SAC) for each day spent in the SAC.

Professional development funds within a building will be rotated among interested staff members, and no bargaining unit member will be allowed to attend more than one (1) paid conference when there are bargaining unit members in that building who have applied but not been approved to attend a paid conference.

A. Part-time bargaining unit members will make every effort to attend full days on bargaining unit member Curriculum Days. Part-time bargaining unit members will earn professional development hours and be compensated at their prorated per diem rate for the additional hours beyond their normal work schedule. Requests for attendance exceptions may be made to the building principal and/or Special Education Director for approval.
B. Professional development days, excluding new bargaining unit member days, will not exceed five and a half (5.5) hours. Professional development days will start at 8 am. The length of the lunch and travel period will be 60 minutes.

3.8 Bargaining unit members shall use the District's grading software so that parents can access their student's grade. Bargaining unit members will be held harmless if grades or other records are altered by unauthorized persons.

3.9 Some instructional hours are used as professional development hours under this Agreement, as allowed by law. If the State changes its requirements for instructional days and/or hours and/or professional development hours, the parties will bargain to implement the legally required changes.

ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 The Employer and the Association agree to abide by the Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 *et seq.)*, as amended, and to all laws and statutes pertaining to bargaining unit member, individual, and Association rights.

4.2 The Association and its members shall have the right to use school facilities for meetings when such requests are made to and approved by the building principal. Approval of said requests shall be granted, provided that such meetings do not interfere with previously scheduled activities. Use of the school facility shall be provided without charge to the Association on scheduled work days during the regular school year, but in all other ways shall comply with Board policy.

4.3 A. All SLEA officers, SLEA Executive Board members, and MEA

representatives shall be permitted to transact official Association business on school property during non-teaching periods, providing that such activity does not interrupt or affect normal school operations or assigned duties. No Association views on matters relating to Administration bargaining unit member or bargaining unit member-Employer-Association relationships will be discussed in the instructional setting. All Association representatives entering the building shall first contact the building office regarding the nature of the visit.

B. No later than thirty (30) days after the start of the school year, the Association shall identify to the Assistant Superintendent for Administrative Services the names of the President, Grievance Chairperson, and Building Representatives.

4.4 A. The Employer shall furnish to the Association in response to written requests, all available information, including:

- Enrollment and membership data
- Annual financial and audit reports
- Agenda and minutes of public Board meetings
- Staff and Administration directory
- Monthly balance sheets
- Final Budgets
- Fringe benefit enrollment data
- Supplementary materials acted upon at public Board meetings
- Seniority listing of bargaining unit members
- Building Schedules
- Special Education Caseload Numbers
- Class size reports by building for every classroom teacher
- Other public information in the possession of the Employer to enable the Association to bargain intelligently with respect to future collective bargaining agreements or to process a grievance.

B. Other than the information listed above, it is understood that the Employer will not be required to compile information or statistics not already compiled or available by virtue of computer processing.

4.5 The Association President shall be notified in writing at the same time as the Principal of all changes in said policies, upon the approval of any changes by the Board.

4.6 The Association shall have the right to post notices of its activities on

designated bulletin boards, one of which shall be provided in each school. The Association may also use the District's mail service and bargaining unit members' mailboxes for communications to bargaining unit members.

4.7 The Association shall have the right to use school equipment including computers, duplicating equipment, calculating machines, and all other types of audio-visual equipment when such equipment is not otherwise in use.

4.8 The provisions of this Agreement shall be applied without regard to race, creed, color, national origin, age, sex, marital status, or sexual orientation.

4.9 Upon request, the Association shall be given a place at the end of the agenda of staff meetings for brief reports and/or announcements. Only ten (10) minutes will be allotted for the Association. Such requests shall be made to the building principal no later than the end of the school day on the Friday before the scheduled staff meeting. This request shall occur no more than one (1) time per month. Should the staff meeting be rescheduled, the Association will be allotted the first 10 minutes of the next scheduled staff meeting.

4.10 The Employer shall provide twenty-two (22) days per year for the collective use of the Association for Association business. During years in which negotiations take place, the Employer shall provide twenty-eight (28) days. The Association shall be able to purchase the equivalent of twenty-four (24) days per year at the current daily rate for necessary substitutes. No deduction from individual bargaining unit member's leave day accumulation shall be made for the days so used. No more than seven (7) Association business days shall be used on any single weekday. The Assistant Superintendent for Administrative Services shall be notified in writing forty-eight (48) hours in advance of such days.

4.11 The grievance chairperson shall be notified of any changes in job descriptions or job duties.

4.12 The SLEA President will be released for the last two hours of their day to support the district and union. The president will teach the first three hours of the day. If there is a scheduling conflict, the parties will meet to resolve the conflict.

ARTICLE 5. BOARD RIGHTS AND RESPONSIBILITIES

5.1 To carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

A. The supervision, direction, and control of the management and Administration of the school system, its properties, and facilities.
B. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote, or otherwise discipline employees (for NTPSM for reasonable and just cause), and to promote and transfer employees.
C. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board.
D. The approval of textbooks and teaching materials, and various teaching aids.
E. The right to determine class schedules, class size, the hours of instruction, and assignment of bargaining unit members.

5.2 The exercise of the foregoing powers, rights, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

5.3 Notwithstanding any provision in this Agreement to the contrary, the District shall not be prevented from taking any actions required by state law or otherwise imposed upon the District by a state or federal agency if any school in the District is identified for program improvement, corrective action, or restructuring.

If compliance actions are required, and if such actions impact otherwise negotiable items, the parties shall negotiate the effects of compliance. Any required bargaining shall commence in a time frame sufficient to allow the District to implement the required actions within the deadlines specified by state law or otherwise imposed upon the District by a state or federal agency. If the above is not possible, the parties agree that the District is empowered to act unilaterally while awaiting the outcome of effects bargaining.

ARTICLE 6. Member Status

6.1 The parties agree that each bargaining unit member permitted to work in the District shall sign individual contracts of employment for the time period specified in Section 380.1231 of the Revised School Code. Thereafter, the District may enter into a continuing contract with a certificated bargaining unit member.

6.2 The Employer agrees to promptly advise the Association within five (5) business days, barring unforeseen circumstances, of all additions, deletions, or changes in status of members of the bargaining unit.

ARTICLE 7. PROFESSIONAL COMPENSATION

7.1 The basic salaries paid to bargaining unit members per this Agreement are set forth in Appendix B. Additional compensation provisions are outlined in Appendix D, including the following:

Professional Rate for Additional Work, $36.76/hr - the rate for work performed beyond contractual hours at the request of administration.

Professional Rate for Lost Prep, $49.01/hr - the rate paid per hour of lost prep due to work performed at the request of administration during a member's preparatory period.

These professional rates will be increased annually by 62.5% of the PPF Allowance increase or 1%, whichever is greater.

7.2 Unless it is in the best interest of the District to do otherwise, all

bargaining unit members shall be hired at Step 1 of the appropriate salary schedule, regardless of experience. Step positions will not exceed the bargaining unit member's actual experience. Placement on the salary schedule is not subject to the grievance procedure.

7.3 Changes in degree or preparation levels shall become effective on receipt of an official transcript or other proof of change in status submitted not later than October 1, or March 1, except by special permission of the Assistant Superintendent for Administrative Services. Changes submitted by March 1 shall add one-half (½) of the differential between preparation levels on present salary schedule. Graduate courses, courses that directly apply to an additional major or minor, or any course accepted by the State through an accredited institution of higher education to maintain bargaining unit member certification, will be given credit under this section. If a graduate degree program for social work, speech pathology, psychology, occupational or physical therapy requires an excess of 36 credit hours, the additional credit hours will be applied toward MA + lane changes upon completion of the degree. Credit may be granted in additional circumstances with approval of the Assistant Superintendent for Administrative Services whose decision would not be grievable.

7.4 Any assignment in addition to the normal teaching schedule, extra-curricular duties and assignments set forth in Appendix C, and summer school courses, shall not be obligatory but shall be with the consent of the bargaining unit member.

A. The basic salaries of bargaining unit members involved in Schedule C duties covered by this Agreement are set forth in Appendix C of this Agreement. Notice of all postings will be sent via email.
B. Any vacancy in a Schedule C position which occurs during the school year shall be sent via email to all SLCS employees.
C. The parties recognize that from time to time, the creation of additional extra duty positions is desirable. Bargaining unit members who want to add positions to Schedule C during the length of the Agreement shall follow the procedure outlined in Appendix C. No increases in percentage will be negotiated during the life of the Agreement.
D. Schedule C positions shall first be offered to bargaining unit members. No new non-bargaining unit member shall be hired for such position while there is a willing and qualified bargaining unit member who meets the reasonable specifications for the position and is an available applicant.

7.5 Certified bargaining unit members employed in their regular assignments

beyond the regular school year, shall receive an additional per diem payment based on 182 working days.

A. The work schedule and calendar for the bargaining unit members in the Special Education Early On program, as well as the bargaining unit members assigned to District 504 coordinator duties, may be modified by Administration to require work beyond the regular school year. Up to twenty (20) additional full days may be required for bargaining unit members in the Early On program. Up to fifteen additional full days may be required for District 504 coordinators.

(1) The Special Education Director will meet with the bargaining unit members in the spring to discuss and, to the degree possible, collaboratively develop a plan to fill the required additional days. With the Special Education Director's approval, a bargaining unit member in the Early On program may voluntarily agree to work more than fifteen (15) additional full days so that a colleague may work fewer days. The Special Education Director reserves the right to require each bargaining unit member to work the required maximum number of days.

(2) The need for additional days for each bargaining unit member will be finalized and parameters for a schedule will be communicated to these bargaining unit members by May 1st each spring.

(3) A day is defined as six (6) hours of work and will be compensated at the per diem rate described in Article 7.5. With approval of the Special Education Director, bargaining unit members will have the flexibility to schedule full days (6 hours), half days (3 hours), or hourly increments to meet the total requirement. Half days will be compensated at .5 per diem rate and hourly rates will be calculated from the per diem rate.

7.6 Bargaining unit members shall be paid in no fewer than 24 equal installments, on the 10th and 25th of each month unless the 10th or 25th falls on a weekend. If those dates fall on a weekend, the payment will be made the Friday before.

7.7 Bargaining unit member participation in summer curricular projects intended to develop curriculum or assessments for a permanent section of a course of study shall be compensated at the professional rate.

7.8 Job-Sharing

A. The Assistant Superintendent for Administrative Services will be contacted for application requirements before applying for a job

share position.

B. Full-time positions for the purpose of job-sharing may be made available:

(1) at the discretion of the Board;
(2) upon recommendation of the Superintendent or designee;
(3) with the approval of the building principals in whose buildings shared positions will be located;
(4) within the allocated staff positions for the current school year; and
(5) on a purely voluntary basis.

C. Definition of Shared-Time Teaching

For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being approximately half-time. For a shared position to be approved, the two (2) individuals must complete an application for such a position on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by the Superintendent or designee.

D. Conditions of Operation

The Board may approve shared positions for the current school year dependent upon the following conditions:

(1) The bargaining unit member parties shall not file for unemployment benefits while employed in a shared position of a voluntary nature.
(2) When a shared position is terminated, each partner will return to full employment only in accordance with Article 21 as appropriate.
(3) The District's ability to create a shared position shall not result in the rescheduling of large numbers of students.
(4) If a bargaining unit member partner having joint responsibility for the same students is requested to serve as a long-term substitute for their bargaining unit member partner by the building principal and agrees, the bargaining unit member will be compensated at their per diem rate for the substitute time.
(5) The bargaining unit member partners having attained tenure in the South Lyon School District.
(6) An agreement shall be reached by the bargaining unit member partners that joint planning will be undertaken whenever they have joint responsibility for the same students. To accommodate

this requirement, individual arrangements will be made with the Administration before implementation.

(7) The Board and the Association shall work closely together on the implementation and evaluation of the shared-time program.

(8) Job-sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if the Board decides to eliminate one or all of job-sharing assignments.

(9) Requests for shared time shall be submitted to the Assistant Superintendent for Administrative Services by April 1. Requests which do not comply with the above date shall be treated on an individual basis.

E. Compensation and Benefits

Shared-time positions will be compensated as follows:

(1) Teaching salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the bargaining unit member will be the same as they would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed. The cost of the positions will not exceed 1.0 staff positions. Teaching half days would mean 50% of full salary.

(2) Full seniority will accrue to a person in a shared-time position.

(3) Sick and personal leave will be prorated according to the fraction of the position for which the person is employed as per Article 11.1.A.1.

(4) The combined cost of fringe benefits for the job-sharing position shall not exceed the benefit costs of one (1.0) full-time position.

F. Evaluation

Before the end of the school year, an evaluation of the job-sharing position will be conducted by all parties involved.

G. Professional Commitments

(1) All staff meetings shall be attended on an alternate basis, the procedure to be mutually agreed upon between bargaining unit members participating in the job-sharing program and the Administration. Other professional commitments, parent meetings, and in-services shall be attended as part of each bargaining unit member's regular duties with no extra compensation.
(2) A parent-teacher conference schedule must be approved by the building principal before conference scheduling where applicable.

7.9 The Board shall create a fund of $5,000.00 each year of the contract for equal distribution amongst bargaining unit members with National Board Certification. The maximum stipend per bargaining unit member is not to exceed $1,000.00 per year for the duration of the ten (10) year certification. Bargaining unit members requesting the stipend for National Board Certification must notify the Assistant Superintendent for Administrative Services. This payment will be made in one (1) lump sum payment during one of the March pay periods.

ARTICLE 8. INSURANCE

8.1 Option A shall include:

A. The following health insurance plan options: (1) MESSA Choices $500/$1000 deductible with the 3-Tier prescription rider, or (2) MESSA ABC Plan 2 $2000/$4000 deductible with the 3-Tier prescription rider, (3) MESSA ABC Plan 2.5 $2500/$5000 deductible with 5-Tier prescription rider.

(1) On January 1st, the District will contribute an amount equal to the entire deductible for the ABC Plan 2 with 3-Tier prescription rider into the health savings account (HSA) of each employee requesting the contribution, which will be subject to the restrictions of the Publicly Funded Health Insurance Contribution Act, MCL 15.561et seq.
(2) Per the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq., the District will make contributions to a negotiated Medical Benefit Plan for eligible employees at the maximum amount allowable by the Act. If the premium for the insurance plan is lower than the maximum amount allowed by the Act, the difference shall be deposited into the Health Savings

Account associated with the member's plan.

(3) The participant shall reimburse the District for their portion of the premium (including funds allocated by the district toward the HSA), if applicable, through payroll deductions in equal amounts from the participant's regular pay.

(4) In the event of a premium increase, change in family status, or any other event that would cause the District to exceed the limitations established by the Publicly Funded Health Insurance Contribution Act, the District shall make the proper adjustment to the payroll deductions for affected participants.

(5) If Publicly Funded Health Insurance Contribution Act is amended or repealed thereby making any or all of that law unenforceable or should a court of competent jurisdiction issue a decision that all or part of that Act is unconstitutional or not otherwise legally effective, the District will still continue to follow the parameters established under that Act for the duration of this Agreement.

B. $35,000 term life insurance with AD &D.

C. Long-term disability insurance as follows:
   1) 50% of salary after a 90-calendar day waiting period.
   2) Maximum payment of $5,000 per month.
   3) Social security freeze.
   4) Minimum benefit payable by the insurance company of $25 per month regardless of Social Security disability or other benefits.

D. Dental insurance: 100% of Class I, benefits with an annual maximum of $1,000.00, 75% of Class II benefits with an annual maximum of $1,000.00, and 75% of Class III benefits with a lifetime maximum of $1,500.00.

E. Vision care MESSA Vision Preferred or negotiated comparable plan.

8.2 Option B shall include:

A. $35,000 term life insurance with AD & D.

B. Long-term disability insurance as follows:
   1) 50% of salary after a 90-calendar day waiting period.
   2) Maximum payment of $5,000 per month.
   3) Social security freeze.
   4) Minimum benefit payable by the insurance company of $25 per month regardless of Social Security disability or other benefits.

C. Dental insurance: 100% of Class I, benefits with an annual maximum of

$1,000.00, 75% of Class II benefits with an annual maximum of $1,000.00, and 75% of Class III benefits with a lifetime maximum of $1,500.00.

D. Vision care MESSA Vision Preferred or negotiated comparable plan.

E. Eligible employees electing not to be covered by health insurance premiums can elect to receive cash in lieu of health care, providing they can deliver proof of coverage by another source (spouse/parent coverage, other qualifying coverage through another governmental agency, etc) that meets the ACA guidelines of adequate and affordable coverage in the amount defined in Appendix D. This amount shall be distributed annually in cash (divided equally among pays or in a lump sum).

8.3 Part-time employees who elect Option A shall pay a portion of the health care cost in a prorated amount equivalent to the ratio of employment to fulltime, subject to authorized payroll deduction. Part-time employees who elect Option B shall receive annuity benefit option monies in an amount equivalent to the ratio of employment to full time.

8.4 The school year for purposes of this article shall be September 1 through August 31.

8.5 An IRS Section 125 Plan shall be established and made available to the extent possible under law.

ARTICLE 9. WORKING CONDITIONS

9.1 The Board and the Association recognize a bargaining unit member's duties as professional duties which cannot be confined to a fixed number of hours per day or per week.

9.2 Teaching Hours

A. The teaching day shall not begin before 7:20 a.m., nor extend beyond 4:20 p.m. Bargaining unit member report time shall be ten (10) minutes before the student instructional day. Bargaining unit member end time shall be fifteen (15) minutes after the student instructional day ends. During that time bargaining unit members shall attend to those matters which properly require attention, including consultations with parents when scheduled directly with the bargaining unit member. On Fridays, or days preceding holidays (excluding compensatory days), vacations or evenings

when a bargaining unit member's attendance at a school event is required, the bargaining unit members may leave as soon as their students' busses have been called. Should there be a need for the District to reschedule bus runs, that may necessitate starting and ending time adjustment, the parties shall meet to resolve such adjustment.

B. Each secondary bargaining unit member shall be scheduled for a prep time equivalent in total length of time to a regular class period on a daily basis. Prep time shall be used for such things as thorough preparation, conferences with parents, bargaining unit members, and administrators, occasional IEP Team meetings, and special assistance to students. Prep time shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that bargaining unit members will not leave their buildings during prep time except in an emergency or extenuating circumstance as determined and approved by the building principal. Should the Administration schedule an assembly during the bargaining unit member's prep time and the Administration requires that bargaining unit member to report, said bargaining unit member shall be paid the Professional Rate for Lost Prep.

C. Elementary bargaining unit members shall have all the time during which their classes are receiving instruction from special instructors in music (two 35-minute blocks), art (one 50-minute block), physical education (two 35-minute blocks), and two additional 20-minute blocks for prep time each week, one of which will be scheduled back-to-back with another block of prep time. If the movement of students from one special to the other is needed for these two back-to-back blocks it will be handled by the staff member supervising the additional 20-minute block. All time when elementary bargaining unit members are not assigned recess duty will be considered prep time. Prep time shall be used for such things as thorough preparation, conferences with parents, bargaining unit members, and administrators, occasional IEP Team meetings, and special assistance to students. Prep time shall not be used for or spent on any unconnected or non-school activity. In addition, it is expressly understood that bargaining unit members will not leave their buildings during prep time except in an emergency or extenuating circumstance as determined and approved by the building principal. All elementary bargaining unit members including special instructors shall be guaranteed at least thirty-five (35) consecutive minutes of preparation time each day. All elementary teachers including special instructors shall be guaranteed two hundred thirty (230) minutes of weekly

prep/planning time during weeks that include five full days that students receive instruction. Should the Administration schedule an assembly during the bargaining unit member's prep time and the Administration requires that bargaining unit member to report, said bargaining unit member shall be paid the professional rate for the assembly.

D. Each secondary bargaining unit member shall be scheduled at least a thirty (30) minute duty-free lunch period each day. Elementary bargaining unit members shall have at least a thirty-five (35) minute duty-free lunch period each day.

E. A bargaining unit member shall be classified as either elementary or secondary based on the majority of the teaching schedule.

F. Teaching a class during a prep time.

1. A bargaining unit member agreeing to teach a class during their secondary prep hour or elementary specials time shall be paid as specified in Appendix D.
2. A bargaining unit member agreeing to teach a course or taking on an additional special education caseload during their prep time on a "permanent basis" shall be compensated as follows:

    a. A bargaining unit member agreeing to teach an extra class at the secondary level will be paid one-fifth (1/5) of their contractual salary.

    b. An elective bargaining unit member at the elementary level who does not receive a planning period will be paid an annual stipend determined as follows: 4% (1/25 of their contractual salary) multiplied by the number of days per one week they are assigned to teach without a planning period. (Maximum 5 days or 20%).

    c. Bargaining unit members will not be asked to teach during prep hours when administration determines a reasonable full-time position could be created. The SLEA President and Grievance Chair will be notified when this occurs.

    d. For the purposes of this section, the term "permanent basis" will mean an extended period over five (5) working days; bargaining unit members shall be reimbursed at the rates above retroactive to the first date of said assignment.

e. Should other circumstances arise that match the intent of this language, the parties will meet to ensure proper compensation.

9.3 Teaching Loads and Assignments

A. The teaching load at the secondary level shall not exceed twenty-five (25) teaching periods per week. Bargaining unit members assigned more than two (2) subject fields and/or more than three (3) subject preparations within the same subject field shall be compensated $500 for each additional subject/field course per semester. The weekly teaching load in the elementary school shall not exceed twenty-eight (28) hours of classroom teaching.

B. Secondary Teaching Loads

1. The Board shall make every effort to maintain class sizes at thirty (30) in all secondary course sections. When a class size of a secondary bargaining unit member exceeds one hundred fifty (150) students per day at any time after the Fall Count Day, the bargaining unit member will be paid at the rate of $2.00 per each student report day per student. For any class period that exceeds thirty-four (34) students, the bargaining unit member will be paid $2.00 per student report day for each student above thirty-four (34) in each of those classes. Any such payments will be made at the end of each semester. If both of the above conditions occur, the bargaining unit member shall be paid under whichever provision results in the greater compensation.
    a. The following courses are excluded: Instrumental Music and Vocal Music
2. The parties understand that the class load limits of one hundred fifty (150) students, with the exception of those sections outlined in 9.3B(1)(a), are based on a bargaining unit member working as 1 FTE and should be proportionally prorated should the FTE be greater than or less than 1.

    a. With the exception of those sections outlined in 9.3B(1)(a), when the overall class load of a secondary bargaining unit member with a sixth assignment exceeds one hundred eighty (180) students per day at any time after the Fall Count Day, the provisions outlined in 9.3.B.1 will be adjusted from 150 to 180 students per day.
    b. With the exception of those sections outlined in 9.3B(1)(a), the class load limit of one hundred fifty (150) students will also be adjusted proportionally for

any bargaining unit member working less than 1 FTE. The provisions outlined in 9.3.B.1 will be adjusted from 150 to the prorated number of students.

3. If a counselor is assigned additional students in excess of 350 after the fall count day, the counselor shall receive $10 for each student based on the maximum number of students on their caseload for the school year.
4. After secondary students have been rostered, every effort will be made to equitably place students eligible for special education, tier II or ELD services across sections of like classes/courses.

C. Elementary Teaching Loads

a. The teaching load in single grade classroom (K-5 general education) shall not exceed thirty (30) students except in the case where scheduling could cause an overload of not more than two (2).
b. When a class size of a bargaining unit member in the elementary exceeds the above limits at any time after the Fall Count Day the bargaining unit member will be paid $10.00 per day per student over thirty (30). Any such payments will be made at the end of each semester.

1. In cases where combination sections are utilized, the District agrees that the maximum size of a combination section shall be twenty-six (26) students, except in the case where scheduling could cause an overload of not more than two (2).
    a. When a class size of a combination bargaining unit member in the elementary exceeds the above limits at any time after the Fall Count Day the bargaining unit member will be paid $10 per day per student over twenty-six (26). Any such payments will be made at the end of each semester.
    b. When students from a combination classroom join another classroom for instruction, causing the number of students in that classroom to exceed thirty (30), the bargaining unit member will be paid $2.00 per student over thirty (30) per subject.
2. If there is no paraprofessional present in the classroom, each mainstreamed elementary special education student shall be counted in a bargaining unit member's student load in the regular classroom for academics or in a specials classroom for the purposes of class size limits and overages. The bargaining unit member will be paid $2.00 per student over thirty (30) per subject, no matter what portion of the academic day they are mainstreamed.

3. The teaching load in Junior Kindergarten (JK) classroom shall not exceed twenty- two (22) students, except in the case where scheduling could cause an overload of not more than two (2). A paraprofessional will be assigned to each JK section. When a class size of a JK teacher exceeds the above limits by no more than two (2) at any time after the Fall Count Day, the teacher will be paid $10 per day per student for these additional students. Any such payments will be made at the end of each semester.
4. After students have been rostered, every effort will be made to equitably place students eligible for special education, tier II or ELD services across sections of like classes/courses.
5. Bargaining unit members shall be permitted to rotate supervision of a second daily recess if so desired.

D. Every effort shall be made to limit the amount of interschool travel of bargaining unit members who are assigned to more than one building. Travel time of bargaining unit members, who travel during their planning period, shall be paid as followed:
   a. Between middle schools: $600 per semester
   b. Between all other schools: $1500 per semester
   c. Between more than 2 schools - $2000 per semester
   d. Bargaining unit members who are assigned to more than one building will be paid at the current IRS rate for the travel between buildings.

E. A bargaining unit member with shared building assignments shall determine with administration the bargaining unit member's home school for purposes of attending meetings. Other contractual responsibilities between buildings will be shared in a reasonable manner. Any supervisory assignments beyond the regular teaching day, e.g., bus duty, shall be in proportion to the teaching time spent in that building.

F. Bargaining unit members shall be given advance notice of their tentative teaching assignments for the forthcoming year prior to the end of the present school year, but no later than June 1st whenever possible. Schedules are only tentative at that time and may change at the Administration's discretion.

G. In the event that a bargaining unit member's assignment involves moving their classroom involuntarily, the bargaining unit member will be paid six (6) hours at the professional rate.

9.4 Teaching Conditions

1. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.
2. The Board shall provide adequate facilities, equipment, and

material to implement the educational program of the District.

3. The Board and/or the Association may establish study committees to report on the feasibility of improvement in any or all items in 9.4(B.) above.
4. The Board agrees to provide facilities for:

   a. Secure storing of personal belongings of the bargaining unit member, provided that the District is not the insurer of the bargaining unit member's personal belongings and assumes no liability for the same.

   b. A bargaining unit member work area containing equipment and supplies to aid in preparation of instructional materials.

   c. An appropriately furnished room to be used as a faculty lounge, in addition to the bargaining unit member work area.

   d. Designated bargaining unit member rest rooms.

   e. A separate desk for each bargaining unit member upon request.
   f. Miscellaneous conditions:
   g. Parking facilities shall be made available to bargaining unit members.

   h. The present telephone facilities shall be made available for bargaining unit member's school business use and/or necessary personal local calls.

   i. Bargaining unit members may use the Internet before and after school, as well as during their lunch/prep time, for appropriate personal and business issues per Board policies.

5. For newly-adopted curriculum, training as determined by the CITA department shall be provided for staff before implementation. Once training is provided the process, procedures, quality, and quantity of the training is not subject to the grievance procedure.
6. It shall not be the responsibility of the bargaining unit member to update CA-60's. Documents required for student literacy folders, or its replacement, will be provided to

administration in an organized fashion (grouped and alphabetized by document or by student at the discretion of the bargaining unit member).

9.5 The Board shall provide a guest teacher(s) for any absent special subject bargaining unit member(s) if needed to ensure prep time for an elementary classroom bargaining unit member, and will seek both externally and internally to provide a guest teacher for any absent resource room bargaining unit member, co-teacher and media specialist. This may include the use of non-specialized guest teacher(s) in these special positions.

9.6 Bargaining unit members are expected to comply with 504 plans and IEPs for the medical needs of students in compliance with Federal law. All medical training will be provided by a qualified medical professional. Bargaining unit employees will be advised of the steps to be taken if an emergency arises related to the student's medical condition. Bargaining unit members shall not be required to assist with the regular hygiene of medically fragile students, except in emergency situations.

9.7 Bargaining Unit Members who take a leave of absence will have their additional compensation (examples below) adjusted to reflect time worked. When on a paid or unpaid leave, the following additional compensation should be prorated based on the number of contractual days worked:

a. Travel on Prep
b. Multi Subject/Prep
c. Teach on Prep (as referenced in 9.2.F.2)
d. Overage pay for Oversize Classroom

ARTICLE 10. VACANCIES, PROMOTIONS, AND TRANSFERS FOR NTPSM

10.1 The District will post all bargaining unit NTPSM vacancies for five (5) school days and will also send the postings via e-mail to all bargaining unit members. The Board further agrees to post known NTPSM vacancies for the Fall term in the Spring.

10.2 NTPSM wishing to apply for any posted positions shall send a letter of interest to the personnel office within the posting period. NTPSM with specific interests in possible vacancies will notify the personnel office of their interest in writing on an annual basis by completing a transfer request.

10.3 In filling a bargaining unit vacancy for NTPSM, the Board shall consider the professional background and attainments of all applicants, and may

consider the length of time each has been in the school system, and other relevant factors.

10.4 In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the District, as well as applicants from outside the District. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the fillings of newly-created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board as to such matters shall be final.

10.5 The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may be necessary. The right of determination to assign or transfer a bargaining unit member is vested in the Board.

10.6 Transfers shall be based on NTPSM seniority and once accepted are binding. For an involuntary NTPSM transfer, the least senior NTPSM who is appropriately credentialed and currently qualified for the position and meets the posted specifications reasonably related to the position, shall be transferred. For a voluntary NTPSM transfer, the most senior NTPSM applicant who is appropriately credentialed and currently qualified for the position and meets the posted specifications reasonably related to the position shall be transferred. In staffing new buildings, half the NTPSM positions will be filled on a seniority transfer basis and the other half will be staffed by the principals with either new NTPSM hires or NTPSM the principal has selected who have insufficient seniority but wish to transfer into the building.

10.7 The Board shall transfer as many NTPSMs as necessary to positions for which they currently are qualified without additional course work to retain senior employees to the greatest extent possible. Such transfers shall, notwithstanding NTPSM seniority, be made where necessary provided the least senior NTPSM possible is transferred.

10.8 An open NTPSM position shall not be considered vacant while there is a NTPSM on layoff who is qualified for the position or when a transfer to the open position of a NTPSM who is currently qualified without additional course work could create an open position for which a laid off NTPSM is qualified.

10.9 Requests by a bargaining unit member for transfer to a different class, building, or position shall be made in writing on forms furnished by the Board. One copy shall be filed with the Assistant Superintendent for Administrative Services, one with the Principal, one with the Association President, and one with the Association Grievance Chairperson.

10.10 Bargaining unit members who are placed on an Individual Development Plan (IDP) shall not be allowed to request transfer to other buildings while on the IDP except by mutual agreement of the affected principals, the Assistant Superintendent for Administrative Services, and the Association President.

ARTICLE 11. LEAVE POLICY

11.1 Daily Absence

A. Sick Leave. All bargaining unit members shall be allowed sick leave privileges listed below. Privileges for part-time employees shall be prorated.

(1) At the beginning of each school year, bargaining unit members who have completed their first day of employment will be credited with twelve (12) days of sick leave allowance. Bargaining unit members who are on unpaid leave at the beginning of the year will be credited with a pro-rated sick leave balance based on their first day of work. Three (3) of the twelve (12) days can be used for personal business or the entire twelve (12) days can be used for absences caused by sickness and physical disability. Up to 2 days of sick leave, which will not be coded as personal business, can be used for religious holidays annually. In the event a calendar change would make a common religious holiday a required work day, both parties would meet to discuss language to prevent an untenable staff absence situation. Additional personal business days which will be charged to accumulated sick days may be granted at the discretion of the Assistant Superintendent for Administrative Services whose decision is

not grievable.

(2) Sick days may be accumulated to a total of one hundred fifty (150) days. Any sick days lost because of the limit on accumulation stated in this paragraph shall be credited to the Master Sick Bank set forth in Article 12.

(3) If an employee leaves the District before the end of the school year, the employee will reimburse the District for any used, unearned sick days on a pro-rata basis.

(4) All requests for sick leave must be submitted to the Automated Guest Teacher Services. Proof of illness signed by a physician shall not be required except under the following circumstances:

(1) A bargaining unit member demonstrating a pattern of sick leave abuse may be notified that they will be required to furnish proof of illness signed by a physician for any subsequent use of sick leave during the current school year. Notification of such requirement shall be made in writing to the bargaining unit member by the Assistant Superintendent for Administrative Services or a designated central office administrator.

(2) For a bargaining unit member's absence due to illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.

(5) Any bargaining unit member whose personal illness extends beyond the period compensated by accrued sick leave and/or sick bank, will be granted a leave of absence without pay or fringe benefits or increment for such time as is necessary for complete recovery, to a maximum of one year.

(6) Upon return from the leave, a NTPSM may be assigned to the same or similar position, providing a vacancy exists.

(7) Upon written request, such leave may be extended for one (1)year.

(8) When a NTPSM returns from leave, they must be given a position for which they are qualified over a less seniored NTPSM.

B. School-Related Contagious Diseases. A bargaining unit member absent from work because of lice (1 day absence maximum), pink eye (1 day absence maximum), mumps, scarlet fever, measles, shingles, or chickenpox, will be paid for the days absent and the days will not be deducted from accumulated sick leave, upon presentation of a physician's note expressing a likelihood of on-the-job exposure or a confirmed case in the bargaining unit member's classroom.

C. Family Illness. Absence to provide necessary care for a member of the

immediate family may be charged to sick leave and deducted from the employee's accumulation of sick days provided:

(a) If more than ten (10) days are used in any one (1) fiscal year for the above reasons, such use will result in loss of pay, unless approved by the Assistant Superintendent for Administrative Services.

D. Bereavement Leave. Up to five (5) days bereavement, which are not subject to deduction from the bargaining unit member's accumulated sick leave allowance may be used for death in the family. The family shall include father, mother, brother, sister, child, spouse, domestic partner, aunt, uncle, cousin, grandparents, grandchildren, niece, nephew, as well as in-law equivalents of each, step equivalents of the first five, dependents of the immediate household, and any person in loco parentis. When warranted by circumstances, days may be granted at the discretion of the Assistant Superintendent for Administrative Services for the death of persons with whom the bargaining unit member resides who are closely associated with the bargaining unit member.

E. Time lost by unauthorized absence from duty will result in a proportionate salary deduction.

11.2 Professional and Personal Business Leave

A. Three (3) days a year of sick leave allowance may be used for personal business, non-cumulative for all bargaining unit members.
(1) No reason shall be required.
(2) Abuse of such days may result in loss of pay.
(3) A maximum of two (2) days may be used consecutively.

B. Personal business means an activity that requires the bargaining unit member's presence during the school day and is of such a nature that it cannot be attended to at a time when school is not in session.
Examples of appropriate use are as follows:

1. Closing of home mortgage.
2. Physician or dentist appointment that cannot be made except during school time.
3. Attorney appointments, tax audits, court hearings that cannot be made except during school time.
4. Religious holidays.
5. Funerals of persons other than

family or relatives as noted above.

6. Government ordered evacuation of the bargaining unit member from their residence due to a flooding condition, tornado, or contamination.
7. Extensive damage to the bargaining unit member's home.

C. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except by special permission of the Assistant Superintendent for Administrative Services whose decision is not grievable.

D. No advance notification is required other than the usual absence report procedure, except as noted in 11.2. C. above.

11.3 Parental Leave

A. Pregnancy Disability

(1) The pregnant bargaining unit member shall be allowed to continue in her position as long as she is fit to perform her duties.

(2) The bargaining unit member shall submit a request for pregnancy leave to the Assistant Superintendent for Administrative Services office in writing sixty (60) days before the expected date of the birth of a child. The request shall specify the expected beginning and terminating dates of the leave. The disability leave may begin at any time during pregnancy upon written notice from her personal physician.

(3) In the event of miscarriage before the inception of leave, and upon written request of the bargaining unit member, the Board shall cause the granted leave to be voided.

(4) In the event of a miscarriage or should the death of the child occur during the period of disability, then termination of the leave shall be relaxed by the Assistant Superintendent for Administrative Services at the request of the bargaining unit member.

(5) The bargaining unit member shall be eligible to return from pregnancy leave upon filing her physician's statement that she is fit for employment. The bargaining unit member shall, within six (6) weeks of delivery provide the Administration with a doctor's statement indicating the approximate date of return.

(6) The bargaining unit member may take up to 12 work weeks of pregnancy leave following the birth of their child. During the leave, the employer and bargaining unit member will continue to be responsible for their respective shares of the insurance premiums through the duration of the leave.

B. Child Care Leave

(1) Child care leave is available to bargaining unit members for the primary care of children during infancy (approximately to 12 months). Requests for such leave shall be made in writing at least four (4) months before said leave. Requests shall state the expected date the leave is to begin and the expected duration of said leave.
(2) The length of the leave shall not exceed one (1) year, but may be extended at the discretion of the Board, upon written request by the bargaining unit member.
(3) If a pregnancy disability is to be followed by a child care leave, the bargaining unit member shall notify the Assistant Superintendent for Administrative Services office in writing at least four (4) months before the expected date of the leave.
(4) The return date following a child care leave shall be mutually agreed upon between the bargaining unit member and Assistant Superintendent for Administrative Services.

C. Adoptive Leave

(1) A bargaining unit member may notify the Board of acceptance as an adoptive parent. If the bargaining unit member so desires, an unpaid leave of absence of up to one year may be granted upon notice of placement of the child in the home.
(2) Such leave is granted to the bargaining unit member on the basis that the bargaining unit member has the primary care and custody of the child.

11.4 Extended Leave

A. Uniformed Services Leave
(1) A leave of absence shall be granted to a bargaining unit member who is inducted or enlists in any branch of the uniformed services of the United States.
(2) Reinstatement on completion of such service shall be in accordance with applicable law.

B. Public Service Leave

(1) A bargaining unit member will be granted a one (1) year leave without pay or fringe benefits before the beginning of, or at the conclusion of, the school year to campaign for himself/herself to serve in a public office. Further extensions shall be granted at the will of the Board.

(2) A leave of absence of up to two (2) years without pay shall be granted to a bargaining unit member for the purpose of serving as an officer of the Michigan and/or National Education Associations.

C. Legal Services Leave

(1) A paid leave of absence shall be granted to a bargaining unit member called for jury service. Immediately upon receipt of payment for jury duty service, the bargaining unit member shall remit payment to the business office, excluding travel allowances and reimbursement of expenses.

(2) A leave of absence may be granted for court appearance as a non- party witness in a case incident to their employment or when a party defendant (with the Board) in a case incident to their employment; provided, that the Board is only obligated to pay an amount equal to the difference between the employee's normal straight-time daily rate and the witness fee paid by the court, if any; provided, further, that the employee is required by law to appear.

(3) Bargaining unit members served with a subpoena to appear in court may use their personal business days for such an absence but such use will not be subject to the restrictions of Article 11.2 (c).

D. Hardship Leave

(1) Upon recommendation of the Assistant Superintendent for Administrative Services and the approval of the Board, a bargaining unit member may be granted a leave of absence for up to one (1) year for family or personal hardship or other extenuating circumstances, without pay or fringe benefits.

(2) Denial of a request for hardship leave shall not be subject to the grievance procedure.

11.5 Miscellaneous Provisions Regarding Leaves

A. Upon the recommendation of the Assistant Superintendent for

Administrative Services, the Board may, at the Board's expense, require a bargaining unit member to submit to a physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.

B. Any bargaining unit member who is absent because of injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board the difference between the amount paid under the Worker's Compensation Act and his/her regular base salary, computed on a daily basis, provided, however, that the Board's obligation to pay said sum shall terminate 10 months, or the balance of the school year (whichever is longer), or the termination of Worker's Compensation benefits, whichever is sooner. Should the Board's payment be found to be subject to the coordination of benefits requirements of the Worker's Compensation Act, such that the amount of Worker's Compensation would be reduced, the bargaining unit member shall receive only the Worker's Compensation benefit provided by that statute. In any event, the Board's liability for payment of premiums of fringe benefits shall terminate after 10 months, or the balance of the school year (whichever is longer).

C. Unless otherwise indicated, the following conditions shall apply to leaves of absence:
   1. Requests for leaves shall be in writing as soon as possible but no later than June 1. Exceptions shall be made in case of an emergency.
   2. Eligibility shall be based on a minimum of three (3) years' continuous employment in a district.
   3. All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
   4. Salary increments shall not accrue.
   5. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.
   6. Re-employment before the termination of an approved leave shall be at the discretion of the Board.
   7. Upon return from leave, the NTPSM shall be assigned to the same position, if available. If not available, the NTPSM shall be assigned to an available position for which they are qualified. A non-probationary NTPSM will be assigned a position for which they are qualified over a probationary NTPSM.
   8. The following shall apply for employees on an unpaid leave of absence at the end of the school year.
      a. Insurance benefits shall be prorated based on the portion of the year worked.
      b. Employee may self-pay to continue health and/or dental insurance for the duration of the unpaid leave if payroll

is notified of intent in advance and payment is made seven (7) days before the beginning of the month, subject to rules and regulations of the carrier.

D. Notification of Return from Leave

1. Written notice of intention to return from leave or resign shall be given to the Assistant Superintendent for Administrative Services as early as possible but no later than April 1 of the year, except for a leave of absence terminating during the school year, in which case notification must be received three (3) months before the expiration of the leave. Failure of the bargaining unit member to comply with this provision shall result in the forfeiture of any seniority accumulated during the leave of absence or, if no seniority was accumulated during the leave, the forfeiture of an amount of seniority equal to the length of the leave of absence or all accumulated seniority, whichever is less.
2. For bargaining unit members on leave of absence for less than three (3) months, notification will be required forty-five (45) calendar days in advance of the leave's expiration, except in the case of a leave terminating at the beginning of a subsequent school year, in which case notification must be received by April 1.

11.6 Payment upon Death, Resignation, or Retirement. Upon the death of a bargaining unit member, upon a bargaining unit member's retirement from the District, or upon the resignation of a bargaining unit member as described in section A, the Board agrees to promptly notify the bargaining unit member, or their beneficiary of the bargaining unit member's accumulated sick leave benefits, to a maximum of one hundred twenty-five (125) days. The bargaining unit member or their beneficiary shall receive the cash value of one-third (1/3) the accumulated sick leave at the time of retirement, resignation, or death. Application for receipt of these benefits must be made within one calendar year from the notification provided by the Board.

A. To receive payment of one-third (1/3) of the accumulated sick leave on retirement, the bargaining unit member must have made application and be eligible for monthly retirement or disability allowance from the Michigan Public School Employees Retirement System, or the employee, upon resignation, must have been employed by South Lyon Community Schools for at least ten (10)

consecutive years.

B. The amount of payment for the accumulated sick leave will be based upon the bargaining unit member's per diem salary at the time of death or retirement.

C. If the eligible bargaining unit member's sick leave payout is less than one thousand dollars ($1,000), the payout shall be processed through the District's payroll. If the eligible bargaining unit member's sick leave payout is one thousand dollars ($1,000) or more, the payout shall be processed through the District's 403(b) Special Pay Plan. If the bargaining unit member is deceased, the district will arrange a payout method with the beneficiary or estate in accordance with applicable laws.

D. The employee will assume the responsibility for the tax obligation associated with any contribution to or distribution from the Plan consistent with state and federal requirements.

11.7 Family and Medical Leave

The Family Medical Leave Act shall be implemented pursuant to policy as adopted by the Board on May 1, 1995 except that the Employer, or the employee, shall have the option of first using accumulated paid sick leave, vacation, and/or personal leave during the FMLA leave. The remainder of any FMLA leave time will be unpaid. If the Employer elects this option, the Employer cannot require that the employee utilize their last five (5) days of accumulated sick leave.

ARTICLE 12. MASTER SICK BANK

12.1 Master Sick Bank Plan. The procedure for the Administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible bargaining unit members who apply and whose applications are subsequently approved for sick day(s) benefits.

12.2 Funding of Sick Bank. The Master Sick Bank shall be funded in accordance with the following provisions:

A. Any days which would be lost to the bargaining unit member due to Article 11.1.A.(2) shall be credited to the Master Sick Bank.

B. Up to twenty (20) sick days which would be lost to a retiring bargaining unit member or the resignation of a bargaining unit member in accordance with Article 11.5 shall be credited to the Master Sick Bank.

C. If the Master Sick Bank falls below one hundred (100) days, the

Association may petition the District for one half (½) of the unused sick days from bargaining unit members leaving the District.

D. Bargaining unit members newly-employed by the District shall have one (1) sick day of their allowance transferred to the Master Sick Bank at the beginning of their employment.
E. The maximum number of sick days in the Master Sick Bank shall be six hundred (600) days. If Article 12.2.(A) and (B) above provide more than six hundred (600) days, then contributions as provided in Article 12.2 (B)above shall be reduced provided contributions are in increments of half days.
F. Sick day(s) transferred to the Master Sick Bank from the current allowance of a bargaining unit member or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time the bargaining unit member terminates their employment with the District.
G. If the number of days in the Master Sick Bank falls below twenty (20) before the end of any school year, the Association will notify the Assistant Superintendent of Administrative Services to make a transfer of up to one (1) more day from each bargaining unit member's current allowance to the Master Sick Bank.
H. The district shall provide a shared document of the additions to the Master Sick Bank to the SLEA Master Sick Bank Chairperson.

12.3 Eligibility - Master Sick Bank. Any bargaining unit member is eligible to apply to the Sick Bank Committee for sick days of benefit after they have been incapacitated for twenty (20) consecutive working days and have used all of their own allowance. If a bargaining unit member is incapacitated for at least twenty (20) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the twenty (20) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee. If a bargaining unit member, while on duty, is injured on District premises during the workday, the day of the injury will be covered by the district in order for the bargaining unit member to seek medical attention. Following the day of injury, the bargaining unit member shall be immediately eligible for days from the Master Sick Bank up to the number of days needed to satisfy the waiting period for Worker's Compensation providing they have a physician's note indicating they are medically unable to work. If the injury results in qualifying for Worker's Compensation, the district will reimburse the Master Sick Bank for those days.

12.4 Application. Each application for sick days of benefit from the Master Sick Bank must be submitted on the sick bank application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual bargaining unit member's circumstances. Application to the Sick Bank must be made within the first fifteen (15) school days of the bargaining unit member's disability. All applications must be accompanied by supporting doctor's statements.

12.5 Sick Bank Committee. The Sick Bank Committee shall be composed of two (2) bargaining unit members to be selected in any manner determined by the Association and the Assistant Superintendent for Administrative Services. The names of the bargaining unit members selected for the Committee shall be forwarded to the Assistant Superintendent for Administrative Services by October 1 of each year. Any application approval by the Committee shall be by a majority vote of the entire Committee. All applications and their disposition shall be forwarded to the Assistant Superintendent for Administrative Services and the Association President. Decisions of the Committee are final and not arbitrable.

12.6 Administration. The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

A. No bargaining unit member shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year. Any eligible bargaining unit member having fewer than twenty (20) sick days after completion of the bargaining unit member's first day of the school year, and who needs to access the Master Sick Bank that year, will only receive a maximum of a matching number of their accrued sick days from the Master Sick Bank.

B. The form authorizing an award of sick days from the Master Sick Bank to a bargaining unit member which is sent to the Assistant Superintendent for Administrative Services for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Administration's review) and signed by two (2) members of the Sick Bank Committee. Said forms shall be sent to the Assistant Superintendent for Administrative Services within five (5) days of authorization.

C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one (1) employee each to be appointed by the Assistant Superintendent for Business and Finance, the Association, and the Sick Bank Committee. A copy of the audit report shall be furnished

to the Assistant Superintendent for Business and Finance, the Association, and the Sick Bank Committee.

D. When the Master Sick Bank is utilized for the birth of a child, access to days shall end after six (6) calendar weeks from the date of birth for a natural birth and eight (8) calendar weeks from the date of birth for a cesarean section, unless an extension is medically necessary per a physician.

12.7 Board Retention of Sick Days. All sick leave days accumulated by any bargaining unit member in their current allowance or those days transferred by the Master Sick Bank from their current allowance shall be subject only to the contingent liability of actual sick claim use by the bargaining unit member or the Master Sick Bank. All sick leave days which are not used by the bargaining unit member or the Master Sick Bank during the period of their employment shall not be subject to any other type or kind of claim in any form whatsoever by the bargaining unit member or the Association when their employment has terminated, except as provided in Article 11.5 as to the bargaining unit member's individual accumulation.

ARTICLE 13. CONFERENCES AND CONVENTIONS

13.1 The Assistant Superintendent for CITA or designee will make the assignment involving conference or convention participation.

13.2 Conference and Conventions

A. All conference or convention expenses shall be reimbursed in accordance with the budgetary requirements.

B. An itemized account is required which will include details of transportation costs (based upon lowest connecting public carrier costs or official highway map mileage), meals, lodging, and conference registration fee. This report shall be submitted not more than thirty (30) days after the conference or convention.

13.3 Bargaining unit members wishing to attend educational conferences relative to their instructional assignment must request authorization at least two (2) weeks before the date of this conference. This process is done by submitting to the building principal a Conference or Special Meeting form. All requests must have the approval of the building principal before being forwarded to the Assistant Superintendent for CITA for approval. The requests will be approved or disapproved; and if approved, may be so with none, a part of, or all expenses paid. Denials

will not be based strictly on requests to travel out of state. However, the financial impact will be considered. After returning from the conference, the bargaining unit member submits the Conference Expense Report form to the building principal listing the exact expenses for each item and including receipts. In addition, the bargaining unit member will be expected to submit a written report (two copies) on the conference attended; one for the bargaining unit member's personnel file, and one for the building principal.

13.4 The Assistant Superintendent for CITA will attempt an equitable distribution of the available funds among the various departments and grade levels.

ARTICLE 14. NTPSM EVALUATION

14.1 The evaluation of the work of all NTPSMs is a responsibility of the building principal who may designate an assistant principal the Director of Special Education, or the Special Education Coordinator to conduct the NTSPM evaluation, provided that the designee has knowledge of the NTPSM's subject area. The NTPSM will be notified by October 1 of the administrator who will be performing the evaluation. When a NTPSM works in more than one (1) building, only one (1) administrator may evaluate that employee. The other administrator(s) may have input. Central Office Administration also has the right to observe the NTPSM and provide written feedback.

14.2 The Assistant Superintendent for Administrative Services and/or designee(s) shall meet annually with a committee including SLEA leadership and NTPSM representatives to review and update guidelines for use of the Effective Educators model for NTPSMs. Additional meetings will be scheduled upon request of either party.

14.3 A copy of the final evaluation made by the building principal or their designee shall be recorded and placed in the NTPSM's personnel file.

14.4 Each observation shall be made in person with full knowledge of the NTPSM being observed. No complaint against a NTPSM by any person, including parents or students, will be used in the evaluation unless the NTPSM has been previously notified of the complaint. Complaints made before the NTPSM's last evaluation may not be used in the current evaluation unless they were previously notified.

14.5 An important purpose of the evaluation procedure is to provide constructive

assistance to a NTPSM.

14.6 A NTPSM shall have the right to read all final evaluations conducted by their supervisor before the evaluation is placed in their personnel file. After reading the final evaluation and discussing it with their building principal or their designee, the NTPSM shall sign the evaluation and receive a copy. If the NTPSM disagrees with an individual observation or the final evaluation, the NTPSM shall have an opportunity to submit a letter of rebuttal, which shall be permanently maintained in the personnel file attached to the final evaluation. If the NTPSM decides to attach such a letter, it must be given to the building principal within two (2) weeks of the above-mentioned discussion.

14.7 Results of student assessments will not be used on NTPSM evaluations.

14.8 Final evaluation reports shall bear the signature of both the building principal or their designee and the NTPSM. The signature of the NTPSM does not necessarily indicate agreement; it only indicates knowledge that the report will be included in their personnel file.

14.9 Any disciplinary action not related to classroom performance, which is documented in the NTPSM's personnel file, shall not be used on an evaluation, unless there has been a repeat of the same behavior. If there is a repeat of the same behavior, it may be documented on the evaluation.

14.10 With the NTPSM's consent, any NTPSM may be informally observed by other educational professionals.

14.11 The building principal or their designee will document any comments concerning aspects of the NTPSM's performance that were not directly observed by the writer of the evaluation. These comments shall not be placed in the evaluation until thoroughly investigated.

14.12 If any deadline in this Article is missed, due to extenuating circumstances other than absences of the NTPSM or administrator, both parties may agree to extend the deadline. The deadline will automatically be extended due to a NTPSM or an administrator absence.

14.13 Probationary NTPSM Evaluation

A. The building principal or designee shall, in consultation with the

probationary NTPSM, develop an Individualized Development Plan (IDP).

B. The NTPSM will document progress toward achieving the goals of the IDP in an IDP binder.
C. A probationary NTPSM shall be evaluated at least once every year by the building principal or their designee. The evaluation must be based on at least two (2) observations at least sixty (60) days apart.
D. The two (2) observations of a probationary NTPSM shall be a minimum of thirty (30) minutes each.
E. Within five (5) school days, the administrator and the NTPSM will meet to discuss the observation.
F. When administration deems a probationary NTPSM is being considered for dismissal, the Association President and Grievance Chairperson shall be notified.
G. Before May 1, the administrator and the probationary NTPSM will meet to discuss the final evaluation, which will include an assessment of the NTPSM's progress in meeting the goals of the Individualized Development Plan (IDP).
H. No later than May 1 of each probationary year, the final evaluation for each NTPSM will be furnished to the Assistant Superintendent for Administrative Services. A copy shall be furnished to the NTPSM. If the report contains any information not previously made known to and discussed with the NTPSM, the NTPSM shall have the opportunity to present additional information to the Assistant Superintendent for Administrative Services which will then be permanently attached to the evaluation and placed in the files.

14.14 NTPSM Evaluation

A. A NTPSM shall be evaluated at least once every three (3) years by the building principal or their designee by May 1.
B. The evaluation shall be based on, but is not limited to, at least two (2) observations, at least thirty (30) calendar days apart. However, if the building principal or their designee notifies the NTPSM in writing within three (3) days after the first observation that the NTPSM's performance was less than effective, the second observation will take place no sooner than sixty (60) calendar days after the first observation.
C. All observations must be completed by April 25.
D. Each observation for a NTPSM evaluation by the building principal or their designee shall consist of a minimum of thirty (30) consecutive minutes.
E. Additional observations may be made at the discretion of the

evaluator. (This in no way limits the Administration from evaluating any NTPSM any number of times during the year.)

F. Within five (5) school days of the second, or final, observation and no later than May 1, the building principal or their designee shall provide the NTPSM with a copy of the written evaluation and meet with the NTPSM to discuss the evaluation.

G. If the NTPSM has received a less than effective performance evaluation, the evaluator shall provide the NTPSM with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual bargaining unit member.

H. When a NTPSM is being placed on an IDP, Administration shall notify the Association President and Grievance Chairperson, so they can have input during the drafting of the IDP, if the bargaining unit member so requests.

ARTICLE 14.5 NON-NTPSM EVALUATION

Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a transparent and fair performance evaluation system that includes the use of student growth and assessment data as 20% of the year-end evaluation determination.

A. The student growth and assessment data shall consist of the creation and monitoring of elementary Individualized Reading Intervention Plans (IRIPs), secondary Student Support Plans (SSPs), or the equivalent for non-general education classroom teachers.

1. At the elementary level, targeted students will be identified by available and applicable district assessment data such as: NWEA MAP Growth scores, DRA scores, MLPP data points, MSTEP data, etc. Any data required through legislation will be included as needed.
2. At the secondary level, targeted students will be identified by applicable district assessment data and/or classroom teacher data such as: NWEA MAP Growth scores, district assessments, unit assessments, etc. Once targeted students have been identified, a plan is created for at least 10 of the bargaining unit member's most at-risk students. If a bargaining unit member struggles to identify at least 10 students, they may seek administrative approval for fewer.

ARTICLE 15. PROTECTION OF BARGAINING UNIT MEMBERS

15.1 The Employer recognizes its responsibility to give appropriate support and assist bargaining unit members as to the maintenance of control and discipline in the classroom and school.

15.2 Bargaining unit members shall be responsible within their classrooms for creating and maintaining conditions conducive to learning, following procedures which are sound in terms of modern psychology and pedagogy. The Employer shall give all reasonable support and assistance to bargaining unit members in the creation and maintenance of these conditions, and in the use of such control and discipline of students as may be necessary to create and maintain these conditions.

15.3 If a bargaining unit member is threatened with or subjected to legal suit by reason of customary and appropriate disciplinary action against a student, the Employer will provide assistance necessary to the bargaining unit member in their defense.

15.4 An unprovoked student assault upon a bargaining unit member which had its inception in a school-centered problem will be promptly reported to the Employer or its designated representative. The assaulting student will be immediately excluded from the bargaining unit member's classroom. The alleged assault will be promptly investigated by the building principal and the Assistant Superintendent for CITA, or their designee. These two (2) persons shall determine a suitable consequence for the assaulting student(s). This decision will be communicated to the bargaining unit member concerned by the principal.

15.5 Any case of assault on a bargaining unit member which had its inception in a school-centered problem will be reported promptly to the Superintendent through the building principal. If the assault is by an adult person who is not a student, the Superintendent will promptly report the incident to the proper law enforcement authorities. In either case, the Employer shall provide legal counsel to advise the bargaining unit member of their rights.

15.6 A bargaining unit member shall not suffer a reduction in their salary or accumulated leave allowance days as a result of being physically injured by a student while in the course of their job responsibilities. Additionally, the Board will reimburse the bargaining unit member for loss of, damage to, or destruction of clothing or personal property as the result of the injury.

15.7 The Employer will provide protection to bargaining unit members under its present liability policy which will cover legal costs and judgment in case a bargaining unit member is sued for occurrences in connection with their duties, subject to the exclusions appearing in said policy. The liability policy will cover occurrences where bargaining unit members transport school students in connection with a recognized school

function. The currently effective insurance policy will be continued and provide for $500,000 general business liability and $1,000,000 aggregate errors and omission liability.

15.8 Whenever it appears that a particular student requires the attention of social workers, law enforcement personnel, physicians, or other professional persons, the bargaining unit member shall initiate a written notification to the appropriate building personnel and building principal. Upon receipt of such notification, the Employer will seek information from and communicate with the bargaining unit member.

15.9 Principals and supervisors shall, in consultation with their staff, develop:

A. Guidelines for the implementation of Board policy for discipline development, and review shall be initiated, and/or reviewed no later than October 30.
B. Procedures for prompt consultation when needed, particularly on discipline problems involving a student being sent to the office, after the bargaining unit member has met all of their discipline responsibilities as outlined by the building principal in writing in staff handbooks.
C. The code of conduct for each building shall annually be distributed to students, members and parents.

15.10 As permitted by Section 1309 of the Revised School Code, a bargaining unit member may exclude a student from one (1) class period at the secondary level when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. At the elementary level, the period of time shall be jointly determined by the bargaining unit member and the building principal. The bargaining unit member will furnish the principal, as promptly as their teaching duties will allow full particulars of the incident in writing. Upon request of the principal, the bargaining unit member shall notify the parent of the nature of the offense. If the principal decides a meeting is required with the parent, the bargaining unit member will attend.

15.11 If a special education student commits an offense for which they are expelled, the District must continue to provide special education services. If those services are in the student's home after school hours, bargaining unit members who are certified special education bargaining unit members will be offered the opportunity to provide those services. If no bargaining unit members are interested, guest bargaining unit members with special education certification will be offered the

opportunity.

ARTICLE 16. PROFESSIONAL NEGOTIATIONS PROCEDURES

16.1 The Employer and Association may, upon mutual agreement, negotiate matters not specifically covered by this Agreement, which shall require ratification before implementation.

16.2 The Employer and Association are to begin negotiations for a successor Agreement no later than sixty (60) days before expiration of this Agreement.

16.3 The Employer and Association agree to meet to discuss the Agreement and other matters pertaining to the operation of the school system and to teaching conditions when either side deems it necessary.

16.4 Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations.

16.5 There shall be at least four (4) signed copies of any final Agreement. One (1) copy shall be retained by the Employer, two (2) by the Association, and one (1) by the Superintendent.

ARTICLE 17. GRIEVANCE PROCEDURE

17.1 A grievance is a matter involving an alleged violation or misinterpretation of a specific and expressed article(s) or section(s) of this Agreement. Matters involving an alleged violation of a written Board policy, rule, order, or regulation affecting the wages, hours, or terms and conditions of employment of bargaining unit members may also be processed as grievances, provided that such grievances shall be ruled upon by the Board of Education, whose decision on such grievances shall be final and binding upon the parties. This provision shall not apply to any written Board policy, rule, order, or regulation which constitutes a prohibited subject under the Michigan Public Employment Relations Act.

17.2 Any bargaining unit member or their representative having such a grievance will first discuss it within ten (10) school days of its occurrence with their principal during non-teaching hours, with the object of resolving it informally. The building principal shall make

record of the alleged grievance and give copies to the Assistant Superintendent for Administrative Services and bargaining unit member. If, however, such a grievance arises in more than one building, then the Association President or designee may file the grievance with the Assistant Superintendent for Administrative Services at the second step of the procedure outlined below. Courtesy copies of the grievance form will be furnished to the principals of the building(s) involved.

17.3 If the matter is not satisfactorily resolved, or if no decision has been rendered within five (5) days after presentation of the grievance, the following procedure shall be followed:

A. STEP ONE: To facilitate the processing of grievances, written grievances as required herein shall summarize the general facts giving rise to the grievance, the date of the alleged violation, or misinterpretation, the relief requested and shall be signed by the grievant(s) or the Association Representative. The grievance shall also cite the section(s) or subsection(s) of this contract, or the written board policy, rule, order, or regulation, alleged to have been violated or misinterpreted. The grievance shall be reduced to writing within five (5) school days, upon the approved grievance form, and submitted to the school principal. This form shall continue in use through steps one through three. The principal shall submit an answer within five (5) school days in writing. One (1) copy of their decision shall go to the grievant and one (1) copy to the building representative.

B. STEP TWO: Within five (5) school days after receiving the decision of the principal, the aggrieved bargaining unit member may appeal to the Assistant Superintendent of Administrative Services or their designated representative. The appeal shall be in writing, shall specify the articles and sections of the agreement allegedly violated, or misinterpreted, and shall contain the reasons for the appeal. Within five (5) school days after receipt of the appeal, the Assistant Superintendent of Administrative Services shall investigate the grievance and meet with the aggrieved bargaining unit member and the Association representative giving them a reasonable opportunity to be heard. Within five (5) school days of the meeting, the Superintendent of Administrative Services shall render their decision in writing. A copy of their decision shall be delivered to the bargaining unit member involved, grievance chair, and the school principal.

C. STEP THREE:

(1) For a grievance that is not satisfactorily adjusted at Step Two and if it involves an alleged violation(s) or misinterpretation(s)

of a specific article(s) or section(s) of this Agreement, the Association may, within ten (10) school days after the decision at Step Two is rendered, submit the grievance to arbitration. Grievances which do not involve alleged violation(s) or misinterpretation(s) of a specific article(s) or section(s) of this Agreement may be processed through Step Three, but will not be arbitrable. At any time after submission to arbitration, in the case of a grievance that does involve an alleged violation or misinterpretation of a specific article or section of this Agreement, the parties may mutually agree to submit the grievance to review before a mediator appointed by the Michigan Employment Relations Commission. The decision of the mediator shall not be binding on either party.

(2) (a) The submission to arbitration shall contain a statement of the issues to be arbitrated and references to the specific article(s) and/or section(s) allegedly violated or misinterpreted. The grievance shall be submitted to the American Arbitration Association (AAA). The arbitrator shall be selected by AAA in accordance with its rules, which shall likewise govern the arbitration proceedings.

(b) It shall be the function of the arbitrator, after due investigation, to make a decision in writing and to set forth their findings of fact, reasoning and the conclusions on the issue(s) submitted. The arbitrator's decision shall be rendered not later than twenty (20) days from the date of the closing of the hearings or if oral hearings have been waived, then from the date final statements and proof are submitted to him/her, and shall 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 shall they make any decisions which require the commission of an act prohibited by law.

(c) The cost for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other. Bargaining unit members required by the Association as witnesses shall be released without loss of pay, subject to forty-eight (48) hours written notice to the Assistant Superintendent for Administrative Services and payment by the Association of the cost of the substitute or use of an Association Day.

17.4 Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. The time limits in the Article shall be strictly observed but may be extended by written agreement of the parties. If a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance before the end of the school term or as soon there after as possible.

17.5 Bargaining unit members shall not leave their classrooms to discuss or process grievances unless requested to do so by the Administration. Grievance hearings shall only be held before and after school hours except by mutual agreement.

17.6 There shall not be more than one (1) Association representative per building to handle grievances.

17.7 Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

17.8 The discharge of NTPSMs shall be handled in the manner set forth below.

A. The termination of services or failure to re-employ any probationary NTPSM shall not be arbitrable.

B. For any matter subject to the procedures specified in the Michigan Teachers' Tenure Act (MCLA 38.71, as amended), no grievance may be filed until the expiration of thirty (30) calendar days following the conclusion of the Board hearing specified under the Act's provisions. If, at any time before the issuance of an award by an arbitrator, proceedings are instituted on behalf of the bargaining unit member under provisions of the Tenure Act, all further proceedings under this grievance procedure shall be terminated and the grievance dismissed with prejudice. Should such action be instituted following a hearing before an arbitrator but before the issuance of an award, the Board will communicate the same to the arbitrator, specifically citing this provision.

17.9 All time limits stated as days or school days in this Article shall be considered as Monday through Friday. If a grievance is in process or extends into the summer vacation period, the countable days shall be Monday through Friday. The time limits shall not expire during the school year on a day when school is not in session.

17.10 Data concerning grievances shall not be kept in the individual bargaining unit member's personnel file.

17.11 The aggrieved bargaining unit member may request that a properly authorized representative of the Association be present at each step of the grievance procedure.

17.12 When a bargaining unit member is to be placed on administrative leave or suspended, the Association president and/or grievance chair shall be present.

ARTICLE 18. ACADEMIC FREEDOM

18.1 The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, the Rule of Law, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere in which academic freedom for the bargaining unit member and student is encouraged.

18.2 Academic freedom implies that no arbitrary limitations shall be placed upon the study, investigation, presentation, or interpretation of facts related to legitimate branches of learning. However, the Employer and the Association agree that bargaining unit members are subject to the accepted standards of professional educational responsibility, specific regulations of the Board of Education, directives of the State Department of Education, and the laws of the State of Michigan.

18.3 The Employer and the Association agree to mutually promote the basic objectives of a democratic society in an atmosphere that safeguards the legitimate interests of school and students while discouraging the imposition of artificial or arbitrary restraints upon the learning process.

ARTICLE 19. COMMITTEES

Subject Area Committees (SACs) - A SAC is composed of bargaining unit members representing the JK-12 Continuum and selected principals. Leadership for the SACs is under the direction of CITA, with the help of lead bargaining unit members, as well as coordinators and/or principals. While all SACs are on-going and active, those called up according to the Five-Year CITA Plan meet regularly for three years to review, revise, and create curriculum and assessments and to recommend instructional strategies and staff development aligned with the Michigan Framework and common core standards.

19.1 All schools participate in the NCA/AdvancEd Accreditation process. The expectation is that all bargaining unit members will serve on at least one of the committees involved in this process.

19.2 When plans are left for a guest teacher, the bargaining unit member shall be compensated for two (2) hours at the professional rate for the following district-related absences:

SAC (Subject Area Committees)
Student Support Plans Committee
Math Lab, Writing Lab
Special Education Department Meetings
Proctoring-State or National Assessments

19.3 Bargaining unit members will be notified before filling a vacancy on an established or new building level committee by their building administrator. Membership on a building level committee shall be on a voluntary basis. In the event that more than one member is interested in the same opening and voting is not required for membership on the committee, both qualifications and other committee commitments will be considered. A primary objective when composing any committee is to seek out diverse viewpoints.

ARTICLE 20. STRIKES AND SANCTIONS

20.1 The Employer and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the bargaining unit members 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 bargaining unit member from their position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful, and proper performance of the bargaining unit member's duties of employment) by any bargaining unit member or group of bargaining unit members, and pledge themselves to the purposes of insuring continuation of the educational program. Additionally, the District agrees not to lock out members of the bargaining unit during the term of this Agreement.

20.2 A. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or Board members of the District regarding the Administration of this contract or

any grievance filed thereunder.

B. The Board agrees that neither it nor its agents will take nor threaten to take any reprisals, directly or indirectly, against any bargaining unit member regarding the Administration of this contract or any grievance filed thereunder or any complaint made to an administrative agency or court of law.

20.3 The Association shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any bargaining unit member or bargaining unit members, and no bargaining unit member shall cause or participate in any strike or refuse to perform the duties of their employment.

20.4 If this Article is violated, the Board will have the right, in addition to the foregoing and any other remedies available by law, to seek injunctive relief and damages against the Association, provided, however, that 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 way therefore.

20.5 Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Public Act 336 of 1947 (the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended or which are otherwise provided by law.

ARTICLE 21. LAYOFF AND RECALL of NTPSM

21.1 It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and/or staff. The procedures set forth in this Article shall be used in laying off a NTPSM.

21.2 To promote an orderly reduction in personnel when the educational program curriculum and/or staff are curtailed, the following procedure will be used for a NTPSM:

A. Before non-probationary NTPSMs are laid off, probationary NTPSMs shall be laid off on the basis of seniority. This provision shall not be interpreted to prevent the layoff of a non-probationary NTPSM and the retention of a probationary NTPSM where no non-probationary NTPSM is appropriately credentialed and qualified, and available to perform the duties of the position of the probationary NTPSM.

B. If the reduction in NTPSM is still necessary, then non-probationary NTPSMs in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except that a more senior NTPSM

in said position may be involuntarily transferred to a position for which he/ she is qualified without additional course work if by doing so the layoff of a NTPSM out of line of seniority may be avoided. Layoffs made pursuant to this section, except as provided above, shall be made in inverse order of seniority, i.e., those with the least seniority are to be laid off first.

C. A non-probationary NTPSM who is laid off pursuant to this Article has the right to be transferred to a vacant NTPSM position for which they are appropriately credentialed and qualified.

21.3 A. For the purposes of this Agreement, "seniority" means the amount of time an individual is continuously employed as a member of the bargaining unit except as specified in Article 21.3.C. below. The hire date shall be determined as the first day worked as a bargaining unit member. The parties agree that time spent on layoff from a position in the bargaining unit shall be deemed to be time "continuously employed" only for purposes of seniority accrual (i.e., not for longevity or salary schedule placement). Part-time employees shall receive full seniority credit.

If more than one (1) individual has the same seniority, a tie will be broken by applying the following criteria in the order listed:

(1) Total teaching experience, excluding substitute teaching.
(2) Substitute teaching experience in the District.
(3) A lottery conducted in the presence of the Association President or designee, and providing a reasonable opportunity is given to have affected bargaining unit employees present.

B. An employee shall lose their seniority when they resign from the District. An employee on an authorized leave of absence shall be deemed to be continuously employed but shall not accrue additional seniority while on leave except in the case of the following leaves during which seniority will accrue:

(1) MEA Leave
(2) Health Leave from the date of the leave through the end of the school year.
(3) Uniformed Services Leave

C. (1) For the duration of this Agreement, any administrator in such a position as of September 1, 1981, may transfer or be transferred into a bargaining unit NTPSM position for which is they are qualified providing their seniority provided below would entitle the administrator to a NTPSM position in the bargaining unit. Any such administrator shall transfer into the

bargaining unit with full seniority credit for their years of service to the District. Any administrator who becomes an employee of the bargaining unit shall not be the cause of any NTPSM employed by the Board as of September 1, 1981, being laid off.

(2) The Board will determine the number of NTPSM positions to be filled.

(3) Any administrator to be placed in the unit will be added to the seniority list and the number of NTPSM positions will be increased by a number corresponding to the number of administrators with sufficient seniority to be placed in a NTPSM position.

(4) Any administrator placed in the unit having insufficient seniority to claim a NTPSM position shall be placed on the recall list with full seniority. The recall of such administrator shall be consistent with paragraph two (2) above.

(5) Once the administrator has been in the unit for one (1) year or more, they shall be counted as part of the regular teaching force, with all rights and responsibilities associated therewith, and no further special liability will be attached to the Board due to their prior administrative standing.

21.4

A. Recall of NTPSMs shall normally be in the inverse order of layoff, i.e., those laid off last will be recalled first: provided, however, that a NTPSM shall be appropriately credentialed and qualified for the position he or she is being assigned.

B. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one (1) of the following three reasons: a legal obligation of employment which cannot be terminated in time to accept the recall; refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, less benefits, etc.) or the NTPSM qualifies for and receives a leave of absence for disability, child care, uniformed service, or hardship leave under Article 11. An NTPSM refusing recall, or applying for a leave, shall state the relevant reasons in writing within ten (10) calendar days of receipt of the letter of recall. If the District does not agree that the NTPSM has a basis for refusal of recall or the leave request is denied, the NTPSM shall be notified and given an opportunity to accept recall. An NTPSM who refuses recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting

employment. An NTPSM who refuses recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid-off NTPSM has a superior right. The rights of NTPSMs who apply for a leave of absence are controlled by Article 11.

21.5 No changes in credentials qualifications taking place subsequent to notification of layoff will be considered by the Board in screening laid off NTPSM for recall unless the NTPSM notifies the District of the change(s) before the commencement of the screening processing for recall to an available position.

21.6 The individual contract, executed between each bargaining unit member and the District is subject to this Agreement. This Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

21.7 No NTPSM shall be laid off under the provisions of this Article unless such NTPSM has been provided with at least sixty (60) calendar days' notice before the effective date of the layoff. In addition, no NTPSM shall be laid off during the school year except at the end of a marking period and under the following circumstances:

A. To provide for the return of a NTPSM from a leave of absence, in which case the NTPSM to be laid off shall receive at least sixty (60) calendar days' notice or at least thirty (30) calendar days' notice if the leave of absence was for less than three (3) months.
B. If the District is in a financial emergency due to an executive order, legislative action, constitutional change, or the failure of a millage renewal for the current year, the NTPSM will be given no less than a thirty (30) calendar day notice before the effective date of layoff.

21.8 A bargaining unit member who is placed on layoff with an effective date after June 1 and is then recalled to work by October 1 of that same year shall be reimbursed for the Employer cost of the group insurance benefits that was paid by the bargaining unit member for the month of September only.

ARTICLE 22. MISCELLANEOUS PROVISIONS

22.1 The school calendar shall be as set forth in Appendix A.

22.2 A. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. This Agreement shall supersede any terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board of reference.

22.3 Copies of this Agreement shall be printed at the expense of the Employer and presented to all bargaining unit members now and hereafter employed by the Employer. The Employer also agrees to furnish the Association with thirty (30) copies of this Agreement for its use, without cost.

22.4 This Agreement is subject in all respects to the laws of the State of Michigan as the powers, rights, duties, and obligations of the Employer, the Association, and employees in the bargaining unit, and in the event any provision of this Agreement is 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 shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

22.5 An emergency financial manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as provided by law.

22.6 For bargaining unit employees who have a licensure requirement to maintain their position with the District (excluding bargaining unit member certification), the District will pay that employee up to three

hundred dollars ($300) annually as an offset for those fees. This payment will be made after the employee provides the updated license to Administrative Services.

22.7 If any situation (such as severe weather), when in the opinion of the Administration, it is necessary to discontinue regular classes in the entire district, bargaining unit members will be notified as early as possible and not be expected to report for duty. If heating plant failure or other circumstances involving the closure of less than the entire system, which occurs in such a manner that the day can be counted as a day of student instruction under the meaning of the State School Aid Act, bargaining unit members will report as usual or remain on duty for assignment wherever needed in the system. If heating plant failure or other circumstances involving the closure of less than the entire District, which occurs in such a manner that the day cannot be counted as a day of student instruction under the meaning of the State School Aid Act, bargaining unit members will not be required to report for or remain on duty; and, such day(s) shall be rescheduled only for the building(s) affected under the general terms for rescheduling "Act of God" days as set forth in Appendix A-2, paragraph A. Formally 15.7.

22.8 Each department will make a recommendation of a department facilitator to the principal. If the principal does not accept the department's selection, there will be no facilitator for that department.

ARTICLE 23. MENTOR BARGAINING UNIT MEMBERS

23.1 Each bargaining unit member in their first three (3) years in the classroom shall be assigned a mentor bargaining unit member. The mentor bargaining unit member will be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

23.2 Participation as a mentor shall be on a volunteer basis.

A. The mentor position will be first offered to a current bargaining unit member with at least five (5) successful years of teaching completed and an effective rating of evaluation. Mentors meeting these two requirements will first be sought in the same building as the mentee, as well as hold and be teaching in the same area of certification as the mentee. Should the number of beginning bargaining unit members exceed the number of volunteer bargaining

unit mentors, then the position(s) may be offered to non-bargaining unit personnel at the discretion of the Administration.

B. The Administration shall notify the Association when a mentor bargaining unit member is matched with a bargaining unit mentee.

C. Each May, veteran staff notify their principal if they are interested in serving in a mentor role for new staff during the following school year. The mentee shall be assigned to one (1) mentor bargaining unit member at a time, unless otherwise mutually agreed. A mentor bargaining unit member shall be assigned to only one (1) mentee at a time, unless otherwise mutually agreed, and not without first offering the position to other bargaining unit members who indicated interest and meet the qualifications outlined in 23.2 A.

D. The mentor bargaining unit member assignment shall be for one (1) year, subject to review by the mentor bargaining unit member, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.

E. Should either the mentor bargaining unit member or the mentee present cause to dissolve the relationship subsequent to the initial six (6) months, representatives of the parties will meet with the mentor bargaining unit member and the mentee to determine an appropriate course of action.

23.3 Professional development training required by law or regulation, such as Section 1526 of the Michigan Revised School Code, may occur during the regular workday and work year. However, satisfying such professional development requirements is the responsibility of the bargaining unit member. It shall be the obligation of the bargaining unit members to satisfy state laws or regulations, certification requirements, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements, except for providing release time if approved by the Board.

23.4 A mentor bargaining unit member shall receive additional annual compensation as specified in Appendix D. Such additional compensation shall be equally divided between the first pay of each semester.

ARTICLE 24. DURATION

All Articles of this Agreement shall be effective August 16, 2026 through August 15, 2027. In witness whereof the parties have executed this Agreement by their duly authorized representatives.

Board of Education
South Lyon Community Schools

By: _____
Its: President

Board of Education
South Lyon Community Schools

By: _____
Vice President

South Lyon Education Association,
MEA/NEA

By: _____
Its: President

South Lyon Education Association,
MEA/NEA

By: _____
Vice President

APPENDIX A

DISTRICT CALENDAR
SOUTH LYON COMMUNITY SCHOOLS
2026-2027

August 25-28 & 31	New Teacher Orientation/Professional Development Days
September 2-3	All Teacher Professional Development Days*
September 2	Elementary Staff - Meet the Teacher
September 4-7	Labor Day weekend; No school
September 8	First Day of School-All Students ½ Day A.M. Only, All Teachers full day
September 9	First Full Day of School
October 9	All Students ½ Day (AM) Elementary Teachers ½ Day Records Day (PM), Secondary Teachers MTSS
October 12	No School for Students - All Teacher Professional Development Day*
October 20	Elementary Students ½ Day (AM), Elementary Teachers ½ Day (PM)
October 20-22	Elementary Family Teacher Conferences (2 of the 3 evenings)
October 22	Elementary Students ½ Day (AM), Elementary Teachers ½ Day (PM)
November 3	No School for Students - All Teacher Curriculum Day*
November 12	High School Family Teacher Conferences
November 13	Elementary Students ½ Day (AM), Elementary Teachers ½ Day Records Day (PM)
November 19	Middle School Family Teacher Conferences
November 25	Compensatory Day; No School
November 26-27	Thanksgiving Recess
December 21-January 1	Winter Break
January 18	No School for Students - Martin Luther King Jr. Day, Virtual PD for staff
January 27-29	Secondary Students ½ days (AM), Secondary Teachers ½ day (PM) ½ Days for Assessments and Records
February 15-19	Mid-Winter Break
March 19	Elementary Students ½ Day (AM), Elementary Teachers ½ Day Records Day (PM)
March 26	No School - Good Friday
March 29-April 2	Spring Break
May 4	No School for Students-All Teachers Professional Development Day*
May 21	Elementary Students ½ Day (AM), Elementary Teachers ½ Day Records Day (PM)
May 31	No School - Memorial Day
June 16-18	All Students ½ day (AM), All Teachers ½ Day Records Day (PM) ½ Days for Assessments and Records

Total Student Days - 181
Total Staff Days - 182 Total New Staff Days – 187

*"All Teacher" Professional Development/Curriculum Days count as student days. The spring professional development date will fall on the May election day. If the election is moved in that year, the PD will coincide with the election day for that year only and the previously scheduled PD day will be a regular day of school.

A. There shall be no deviation in the school calendar except by the mutual agreement of the Board and the Association. To the extent required by law, the parties will add days or hours of student instruction to the end of the calendar, to make up so called "Act of God" days lost during the school year, in order to meet the minimum requirement(s) to receive State School Aid. Such days will be scheduled on consecutive weekdays beginning on the first scheduled record day in June, with the scheduled record days moved to the end of the calendar. Any days not required to be made up in order to receive full State School Aid shall not be added as make up days. Should the law be amended to allow some alternative to make-up of "Act of God" days, the parties will make such amendments to this Agreement as necessary to meet the minimum number of days as required to receive full State Aid. Bargaining unit members shall receive no additional compensation for the days added to the calendar to make-up the "Act of God" days lost during the school year.

B. The high school and middle school will schedule the equivalent of the one (1) full student day including evening, and each building on the elementary schedule will schedule the equivalent of two (2) full student days including evenings for parent-teacher conferences.

C. The Wednesday before Thanksgiving shall be taken as compensatory time for evening conferences, depending upon the amount of time spent in evening conference.

D. A total of fifteen (15) hours on Tuesdays per year of staff meeting time shall be divided, as equally as possible, between the marking periods. At least 10 hours must be SCECH eligible. At the elementary, the building administrator and one (1) representative from the upper elementary and one (1) representative from the lower elementary shall determine the schedule. At the secondary, the building administrator, the four (4) core subject facilitators, one (1) representative from special education, and one (1) representative from the rest of the staff shall determine the schedule. If no consensus is reached, the principal shall set the schedule. A tentative schedule shall be determined and presented to staff by June for the following Fall semester and by November for the following Spring semester and shall be finalized by the beginning of each semester.

E. It is agreed that bargaining unit members may work remotely on all exam/records half days.

APPENDIX B

SALARY SCHEDULE
SOUTH LYON COMMUNITY SCHOOLS
2026-2027

	BA	BA+18	MA	MA+15	MA+30	Educ Spec
1	$44,316	$46,941	$48,813	$49,183	$52,556	$53,300
2	$46,311	$49,052	$51,008	$51,396	$54,921	$55,699
3	$48,397	$51,258	$53,306	$53,708	$57,391	$58,206
4	$50,573	$53,564	$55,702	$56,127	$59,975	$60,823
5	$52,848	$55,989	$58,210	$58,650	$62,673	$63,560
6	$55,226	$58,494	$60,827	$61,290	$65,496	$66,419
7	$57,713	$61,128	$63,565	$64,046	$68,443	$69,410
8	$60,311	$63,876	$66,427	$66,931	$71,522	$72,531
9	$63,023	$66,750	$69,416	$69,944	$74,740	$75,797
10	$69,810	$73,941	$76,892	$77,475	$82,789	$83,963
11	$72,953	$77,271	$80,354	$80,963	$86,515	$87,740
12	$83,485	$91,113	$93,651	$94,162	$98,745	$99,763

Bargaining unit members who are not at the top step of the salary schedule shall move up one step each year in accordance with the practice in effect prior to July 1, 1986.

A one-time off schedule payment of $1000 will be paid in the first pay of December 2026.

*Steps 1-9 of the twelve (12) step salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community Schools' final per pupil Foundation Allowance increase for each year of this Agreement.

*Steps 10-12 of the twelve (12) step salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community Schools' final per pupil Foundation Allowance increase, or 1.00%, whichever is greater for each year of this Agreement.

Bargaining Unit Members who have been employed by the Board for twelve (12) or more years shall receive an annual longevity payment according to the schedule below. These payments shall be paid in one lump sum in December during the years indicated and provided the employee completed the necessary years of service prior to December 1. Bargaining Unit Members who are otherwise entitled to longevity payments for any given year who sever employment prior to the time in December when payments are made shall receive their longevity payment at the time they sever employment i.e., to earn credit for twelve (12) years, a teacher must have completed twelve (12) years and be employed by the Board in their thirteenth year.

Years of Service	Longevity Payment
13 –18 years	$1119
19 - 24 years	$1454
25 – 31 years	$1791
32 or more	$1958

Longevity payments shall increase by a percentage equal to sixty-two and one-half (62.5%) of the South Lyon Community Schools' final per pupil foundation allowance increase, or 1% whichever is greater.

The Foundation Allowance is defined as the actual number of dollars for an individual student in the regular JK-12 program, including the official foundation allowance in the District's Final State Aid Financial Status Report plus any per pupil unrestricted dollars received for best practices, performance-based funding, or similar new initiative. The formula shall not result in a salary schedule decrease from the final twelve (12) step salary schedule at the end of the 2025-2026 fiscal year.

Should the basic components of the per pupil Foundation Allowance be changed from its 2011-2012 status, the parties will meet prior to August 2026 to determine what, if any, effect the change has on this formula. The parties recognize that categorical (except as noted in the previous paragraph) and restricted monies will not count in this formula, except, as otherwise may be currently included in the Foundation Allowance as of January 1, 2012.

For the purpose of calculating the change in the State Per Pupil Foundation Allowance in any given year, the Foundation Allowance used will be the final Foundation Allowance. The exception to this rule will be regarding the calculation of the Cash in Lieu payment, Appendix C positions, the Professional Rate for Additional Work, the Professional Rate for Lost Prep, Mentor Pay, which will be based on the original approved State School Aid Budget. However, subsequent positive or negative adjustments to the Foundation Allowance versus the original budget will be used to calculate the beginning base amount for the subsequent year.

APPENDIX C
EXTRA-CURRICULAR ACTIVITIES/COMPENSATION
2026-2027

If a bargaining unit member believes that they should be compensated for an activity outside of the regular school day, they shall submit a request for compensation to the Association building representative and a copy to the Association President. Such requests shall be accompanied by a completed Schedule C application. The Association shall, once a year by February 1, submit a prioritized list of all requests they find to be with merit to the finance committee of the Board. The decision of the finance committee shall be final, subject only to negotiations at the expiration of this Agreement. Schedule C payments will be prorated when the leave of absence impacts the program expectations.

If intramurals are reinstated, the Board and the Association shall immediately commence negotiations to establish their appropriate rates.

All percentages (%) are to be based on the base amount found in Appendix D.
COMPENSATION FOR ATHLETIC POSITIONS (BY SEASON)

The District reserves the right to implement reclassifications of Schedule C athletic positions as the budget allows. The Assistant Superintendent for Administrative Services and the Association President shall meet to discuss the reclassification before implementation. The District further reserves the right to add Schedule C athletic positions based on enrollment, interest, and program needs.

GROUP 1 (11,14%)
HEAD VARSITY FOOTBALL COACH
HEAD VARSITY BASKETBALL COACH
HEAD VARSITY WRESTLING COACH
HEAD VARSITY VOLLEYBALL COACH
HEAD VARSITY SWIMMING COACH

GROUP 2 (10,12%)
HEAD VARSITY HOCKEY COACH
HEAD VARSITY BASEBALL COACHHEAD VARSITY TRACK COACH
HEAD VARSITY SOFTBALL COACH
HEAD VARSITY SOCCER COACH
HEAD VARSITY LACROSSE COACH

GROUP 3 (9,11%)
HEAD VARSITY CROSS COUNTRY COACH
HEAD VARSITY GOLF COACH
HEAD VARSITY SKI COACH

HEAD VARSITY TENNIS COACH
HEAD VARSITY BOWLING COACH
HEAD VARSITY CHEERLEADING WINTER COACH
HEAD VARSITY CHEERLEADING FALL COACH
HEAD VARSITY POM PON/DANCE WINTER COACH
HEAD VARSITY POM PON/DANCE FALL COACH

GROUP 4 (7, 10%)
HEAD JV SOCCER COACH
HEAD FRESHMAN SOCCER COACH
HEAD JV BASEBALL COACH
HEAD FRESHMAN BASEBALL COACH
HEAD JV BASKETBALL COACH
HEAD FRESHMAN BASKETBALL COACH
HEAD JV SOFTBALL COACH
HEAD FRESHMAN SOFTBALL COACH
HEAD JV VOLLEYBALL COACH
HEAD FRESHMAN VOLLEYBALL COACH
HEAD JV GOLF COACH
HEAD JV TENNIS COACH
HEAD DIVING COACH
HEAD JV SWIM COACH
HEAD JV CHEERLEADING FALL COACH
HEAD JV CHEERLEADING WINTER COACH
HEAD JV POMPON WINTER COACH
HEAD JV POMPON FALL COACH
HEAD JV LACROSSE COACH
HEAD FRESHMAN CHEERLEADING WINTER COACH
HEAD JV WRESTLING COACH

GROUP 5
ASSISTANT VARSITY FOOTBALL COORDINATOR
(1 TOTAL/SCHOOL) 12%
ASSISTANT VARSITY FOOTBALL COACH 10%
HEAD JV FOOTBALL COACH 10%
HEAD FRESHMAN FOOTBALL COACH 10%
GROUP 6
ASSISTANT VARSITY TRACK COACH 8%

GROUP 7 (6%)
ASSISTANT JV FOOTBALL COACH
ASSISTANT FRESHMAN FOOTBALL COACH
ASSISTANT VARSITY SOFTBALL COACH
ASSISTANT VARSITY BASEBALL COACH
ASSISTANT VARSITY CROSS COUNTY COACH*

ASSISTANT VARSITY SWIMMING COACH*
ASSISTANT VARSITY BASKETBALL COACH
ASSISTANT VARSITY HOCKEY COACH
ASSISTANT VARSITY VOLLEYBALL COACH
ASSISTANT VARSITY LACROSSE COACH
ASSISTANT VARSITY WRESTLING COACH*
ASSISTANT VARSITY SKI COACH*

* If there is an increase in athletes sufficient to warrant.

GROUP 8 (5%)
MIDDLE SCHOOL HEAD COACHES
BASKETBALL
CROSS COUNTRY
SWIMMING
TRACK
VOLLEYBALL
WRESTLING

GROUP 9 (3%)
MIDDLE SCHOOL ASSISTANT COACHES
EQUESTRIAN COACH

SALARY FOR EXTRA DUTIES AND SPECIALIZED SERVICES

GROUP A (12%)
HIGH SCHOOL BAND DIRECTOR

GROUP A1 (11.5%)
SOCIAL EMOTIONAL DOG PROGRAM COORDINATOR

GROUP B (13%) HIGH SCHOOL AND MIDDLE SCHOOL CORE FACILITATORS
ENGLISH
MATH
SOCIAL STUDIES
SCIENCE

GROUP C (13%)
HS WORLD LANGUAGE FACILITATORS (1 per building)
MS WORLD LANGUAGE FACILITATOR (1 for middle school level-all schools)
HS and MS SPECIAL EDUCATION FACILITATORS (1 per building)

GROUP D (8%)
MIDDLE SCHOOL BAND DIRECTOR
HIGH SCHOOL STUDENT COUNCIL COORDINATOR
MIDDLE SCHOOL ACTIVITIES/ATHLETIC COORDINATOR

HIGH SCHOOL CHORAL DIRECTOR

GROUP E (7%)
MIDDLE SCHOOL CHORAL DIRECTOR
HIGH SCHOOL COMPETITIVE MARCHING BAND DIRECTOR
(includes one week of summer camp)

GROUP F (6%)
HIGH SCHOOL DIRECTOR OF MUSICAL (PER MUSICAL)
HIGH SCHOOL SPECIAL SUBJECT FACILITATORS
PHYSICAL EDUCATION
MIDDLE SCHOOL PHYSICAL EDUCATION/HEALTH FACILITATOR (ONE PER BUILDING)
MIDDLE SCHOOL DRAMA (PER PLAY)

GROUP F1 (10%)
FIRST ROBOTICS (2 coaches, one per high school)
FALL ROBOTICS (2 coaches, one per high school)
HIGH SCHOOL POWERLIFTING CLUB COACH

GROUP G (5%)
HIGH SCHOOL DEBATE
HIGH SCHOOL FORENSICS
VOCAL JAZZ CHOIR DIRECTOR
FALL BAND CAPTION (2 positions per
building)
WINTER BAND PROGRAM DIRECTOR
MIDDLE SCHOOL WINTER/SUMMER RUNNING CLUB – LEAD
DECA
HIGH SCHOOL MOCK TRIAL
HIGH SCHOOL MODEL U.N.

GROUP H (4%)
DANCE
BAND CAMP (UP TO 7)
HIGH SCHOOL NEWSPAPER ADVISOR
HIGH SCHOOL YEARBOOK
HS LITERARY MAGAZINE
HIGH SCHOOL JUNIOR STUDENT COUNCIL CLASS
ADVISOR
HIGH SCHOOL NATIONAL HONOR SOCIETY
HS SOCIAL STUDIES OLYMPIAD
HS SCIENCE OLYMPIAD
MIDDLE SCHOOL SCIENCE OLYMPIAD
MIDDLE SCHOOL ROBOTICS
MIDDLE SCHOOL YEARBOOK

HIGH SCHOOL SPECIAL SUBJECT FACILITATORS
- FINE ARTS
- VOCATIONAL TECHNOLOGY
- BUSINESS COMPUTERS
- STUDENT SERVICES

TELEVISION PRODUCTION
JAZZ BAND DIRECTOR
WINTER BAND PROGRAM INSTRUCTOR (Winter Guard)
WINTER BAND PROGRAM INSTRUCTOR (5 positions)
FALL BAND PROGRAM INSTRUCTOR (7 POSITIONS)
MIDDLE SCHOOL D&D/MTG
HIGH SCHOOL HOSA ADVISOR
MIDDLE SCHOOL ART CLUB
HIGH SCHOOL STORE
MIDDLE SCHOOL BOOK CLUB
HIGH SCHOOL D&D/TABLETOP
GAMES CLUB
HIGH SCHOOL BAKING CLUB
MIDDLE SCHOOL NATIONAL JUNIOR HONOR SOCIETY

<u>GROUP I (3.5%)</u>
HIGH SCHOOL MUSICAL CHORAL DIRECTOR (per musical)

<u>GROUP J (3%)</u>
MIDDLE SCHOOL NEWSPAPER ADVISOR
HIGH SCHOOL MUSICAL CHOREOGRAPHER
HIGH SCHOOL MODEL UNITED NATIONS
HIGH SCHOOL WINTER GUARD ASSISTANT (2 positions)
HIGH SCHOOL QUIZ BOWL
HIGH SCHOOL KEY CLUB
ASTRONOMY CLUB
ASSISTANT COLOR GUARD DIRECTOR
ROBOTICS CLUB INSTRUCTOR
HIGH SCHOOL FRESHMAN, SOPHOMORE, SENIOR STUDENT COUNCIL CLASS ADVISORS
MIDDLE SCHOOL MENTORING COORDINATORS (2 per building)
MIDDLE SCHOOL STUDENT COUNCIL
HIGH SCHOOL MATH CLUB
ELEMENTARY SAFETY ADVISOR (1 per building)
HIGH SCHOOL MUSICAL ORCHESTRA DIRECTOR
HIGH SCHOOL COUGS TOGETHER
MIDDLE SCHOOL BAKING CLUB
FRESHMAN MENTOR PROGRAM (5 advisors per building)
HIGH SCHOOL NATIONAL CHINESE HONOR SOCIETY ADVISOR
MIDDLE SCHOOL CHESS CLUB

ELEMENTARY ROBOTICS
HIGH SCHOOL DIVERSITY/INTERNATIONAL CLUB
MIDDLE SCHOOL WINTER/SUMMER RUNNING CLUB – ASSISTANT
HIGH SCHOOL ACTIVISM HUB
HIGH SCHOOL SCHOLASTIC COMPETITION SOCIETY
HIGH SCHOOL IASA
MIDDLE SCHOOL PICKLEBALL
MIDDLE SCHOOL CHOIR - ACAPELLA & HONORS

GROUP K (2%)
HIGH SCHOOL PUBLICATION, LAUREATE (WHEN THERE IS NO CLASS)
MIDDLE SCHOOL STORE
MIDDLE SCHOOL BE THE CHANGE CLUB
HS GAY-STRAIGHT ALLIANCE
HIGH SCHOOL/MIDDLE SCHOOL FUTURE EDUCATORS OF AMERICA
HIGH SCHOOL/MIDDLE SCHOOL FOREIGN LANGUAGE CLUBS
LATIN CLUB
HIGH SCHOOL DRAMA BUSINESS MANAGER (per play)
SOUTH LYON MIDDLE SCHOOL WINTER GUARD (COMBINED TEAM)
SOUTH LYON MIDDLE SCHOOL WINTER DRUMLINE (COMBINED TEAM)
ELEMENTARY STUDENT COUNCIL ADVISOR (1 per building)
MIDDLE SCHOOL GAME CLUB
HIGH SCHOOL ASL CLUB
HIGH SCHOOL CREATIVE WRITING

ELEMENTARY CLUBS
* 3 clubs per building as approved by building principal - must submit proposal

GROUP L (1.5%)
HIGH SCHOOL SADD
MS WASHINGTON DC CHAPERONES
MIDDLE SCHOOL MENTORING PROGRAM ASSISTANT (3 per building)

GROUP M (1%)
HIGH SCHOOL MUSICAL COSTUME DIRECTOR (per musical)
HIGH SCHOOL CHORAL ASSISTANT
FIFTH GRADE CAMP 3 DAY
FIFTH GRADE CAMP - Two Extended Days

APPENDIX D
ADDITIONAL COMPENSATION

Additional pay at the following amounts are to be increased annually starting with the 26-27 school year by 62.5% of the PPF Allowance increase or 1% whichever is greater.

Cash in Lieu - $2,748.91
Mentor Pay - $245.16
Professional Rate for Additional Work - $36.76/hr
Professional Rate for Lost Prep - $49.01/hr
Appendix C Base Salary - $55,604

South Lyon Community Schools NTPSM Evaluation

Instructional Support Personnel Form (Non-Classroom) (v3)

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Domain 1: Instructional Support Strategies and Behaviors

Establishing and Communicating Goals

1. Providing Clear Goals and Scales (Rubrics)
2. Tracking Progress
3. Celebrating Success
4. Identifying Critical Information
5. Organizing Participants to Interact with New Knowledge
6. Previewing New Content
7. Elaborating on New Information
8. Recording and Representing Knowledge
9. Reflecting on Learning
10. Providing Opportunities for Participants to Talk about Themselves
11. Demonstrating "Withitness"
12. Acknowledging Adherence to Rules and Procedures
13. Understanding Participants' Interests and Backgrounds
14. Using Verbal and Nonverbal Behaviors that Indicate Affection for Participants
15. Displaying Objectivity and Control
16. Demonstrating Value and Respect for Low Expectancy Participants

Domain 2: Planning and Preparing

Planning and Preparing for Implementation of Goals and Scaffolding of Content or Activities

17. Effective Goal Setting and Scaffolding of Content or Activities
18. Attention to Established Standards or Procedures

Planning and Preparing for Use of Resources and Technology

19. Use of Available Traditional Resources
20. Use of Available Technology

Planning and Preparing for the Needs of English Language Learners

21. Needs of English Language Learners

Planning and Preparing for Needs of Participants Receiving Special Education Services

22. Needs of Participants Receiving Special Education Services

Planning and Preparing for Needs of Participants Who Lack Support for Schooling

23. Needs of Participants Who Lack Support for Schooling

Domain 3: Reflecting on Teaching and Supporting

Evaluating Personal Performance

24. Identifying Areas of Pedagogical Strength and Weakness
25. Evaluating the Effectiveness of Specific Pedagogical Strategies and Behaviors

Developing and Implementing a Professional Growth Plan

26. Developing a Written Growth and Development Plan
27. Monitoring Progress Relative to the Professional Growth and Development Plan

Domain 4: Collegiality and Professionalism

Promoting a Positive Environment

28. Promoting Positive Interactions with Colleagues
29. Promoting Positive Interactions with Participants, Parents, and the Community

Promoting Exchange of Ideas and Strategies

30. Seeking Mentorship for Areas of Need or Interest
31. Mentoring Other Colleagues and Sharing Ideas and Strategies

Promoting District and School Development

32. Adhering to School and District Rules and Procedures
33. Participating in School and District Initiatives

Domain 1: Instructional Support Strategies and Behaviors

Establishing and Communicating Goals

□ Providing Clear Goals and Scales (Rubrics)

The instructional support member provides clearly stated goals based on area of responsibility that align with school and/or district goals and has a scale that describes levels of performance.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member establishes a defined work plan or set of goals aligned with school and district goals
- ☐ Instructional support member communicates work plan or goals and scale to appropriate people
- ☐ Instructional support member makes references to his/her goals throughout the year
- ☐ Instructional support member can explain how goals support and align with school and/or district goals

Sample Participant Evidence:

- ☐ When asked, participants, colleagues, and/or administrators can explain how the instructional support member's goals relate to and/or support the school or district goals
- ☐ When asked, participants, colleagues, and/or administrators can explain how the instructional support member's activities relate to the school and/or district goals

- ☐ Instructional support member can explain the meaning of the levels of performance articulated in the scale
- ☐ Instructional support member can explain how his/her activities relate to the goal

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Tracking Progress

The instructional support member facilitates tracking of progress toward goals.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member monitors progress toward his/her goals throughout the school year using a scale
- ☐ Instructional support member is responsive to participants, colleagues, and administrators regarding feedback
- ☐ Instructional support member actively consults with colleagues and administrators to find an optimal approach to ensure progress
- ☐ Instructional support member consults with colleagues and administrators to ensure he/she is making progress toward the goals
- ☐ Instructional support member keeps updated records (e.g., databases, data notebook, etc.) that validate tracking progress toward his/her goals

Sample Participant Evidence:

- ☐ When asked, participants, colleagues, and administrators can describe how the instructional support member is progressing toward his/her goals

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Celebrating Success

The instructional support member celebrates personal, participant, school, and/or district success relative to progress toward his/her goals.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member acknowledges and celebrates personal progress toward his/her goals
- ☐ Instructional support member uses a variety of methods to celebrate school and/or district success
- ☐ Instructional support member acknowledges and celebrates individual and group successes
- ☐ Instructional support member shows pride in his/her work and reports wanting to continue to make progress toward meeting his/her goals

Sample Participant Evidence:

- ☐ Participants and/or colleagues show signs of pride regarding recognition of their accomplishments by the instructional support member

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Identifying Critical Information

The instructional support member identifies critical information in a lesson or activity to which participants should pay particular attention.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member begins the lesson or activity by explaining why upcoming content is important
- ☐ Instructional support member identifies content or information critical to his/her area of responsibility
- ☐ Instructional support member cues the importance of upcoming information in some indirect fashion:
  - Tone of voice
  - Body position
  - Level of excitement
  - Marker technique

Sample Participant Evidence:

- ☐ When asked, participants can describe the level of importance of the information addressed in the lesson or activity
- ☐ When asked, participants can explain why it is important to pay attention to the content
- ☐ Participants visibly pay attention to the critical information

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

□ Organizing Participants to Interact with New Knowledge

The instructional support member organizes participants into small groups to facilitate the processing of information.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member establishes routines for participant grouping and interaction within groups
- ☐ Instructional support member establishes roles and procedures for group activities:
  - Respect opinions of others
  - Add their perspectives to discussions
  - Ask and answer questions

Sample Participant Evidence:

- ☐ Participants move to groups in an orderly fashion and know their roles in the group
- ☐ Participants appear to understand expectations about appropriate behavior in groups:
  - Respect opinions of others
  - Add their perspectives to discussions
  - Ask and answer questions

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

□ Previewing New Content

The instructional support member engages participants in activities that help link what they already know to the new content/activity about to be addressed and facilitates these linkages.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member uses preview question before reading
- ☐ Instructional support member uses K-W-L strategy or variation of it
- ☐ Instructional support member asks or reminds participants what they already know about the topic
- ☐ Instructional support member provides an advanced organizer:
  - Outline
  - Graphic organizer
- ☐ Instructional support member has participants brainstorm

Sample Participant Evidence:

- ☐ When asked, participants can explain linkages with prior knowledge
- ☐ When asked, participants make predictions about upcoming content
- ☐ When asked, participants can provide a purpose for what they are about to learn
- ☐ Participants actively engage in previewing activities

- ☐ Instructional support member uses an anticipation guide
- ☐ Instructional support member uses a motivational hook/launching activity:
  - Anecdotes
  - Short selection from video

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

□ Elaborating on New Information

The instructional support member asks questions or engages participants in activities that require elaborative inferences that go beyond what was explicitly taught.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member asks explicit questions that require participants to make elaborative inferences about the content or activity
- ☐ Instructional support member asks participants to explain and defend their inferences
- ☐ Instructional support member presents situations or problems that require inferences

Sample Participant Evidence:

- ☐ When asked, participants volunteer answers to inferential questions
- ☐ When asked, participants provide explanations and "proofs" for inferences

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

□ Recording and Representing Knowledge

The instructional support member engages participants in activities that help record their understanding of new content in linguistic ways and/or represent the content in nonlinguistic ways.

Evidence:

Sample Instructional Support Member Evidence:

Sample Participant Evidence:

- ☐ Instructional support member asks participants to summarize the information they have learned
- ☐ Instructional support member asks participants to generate notes that identify critical information in the content
- ☐ Instructional support member asks participants to create nonlinguistic representations for new content:
  - Graphic organizers
  - Pictures
  - Pictographs
  - Flow charts
- ☐ Instructional support member asks participants to create mnemonics that organize the content

- ☐ Participants' summaries and notes include critical content
- ☐ Participants' nonlinguistic representations include critical content
- ☐ When asked, participants can explain the main points of the lesson or activity

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

□ Reflecting on Learning

The instructional support member engages participants in activities that help them reflect on their learning.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member asks participants to state or record what they are clear about and what they are confused about
- ☐ Instructional support member asks participants to state or record how hard they tried
- ☐ Instructional support member asks participants to state or record what they might have done to enhance their learning

Sample Participant Evidence:

- ☐ When asked, participants can explain what they are clear about and what they are confused about
- ☐ When asked, participants can describe how hard they tried
- ☐ When asked, participants can explain what they could have done to enhance their learning

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Providing Opportunities for Participants to Talk about Themselves

The instructional support member provides participants with opportunities to relate what is being addressed in a lesson or activity to their personal interests.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member is aware of participants' interests and makes connections between these interests and class content and educational goals
- ☐ Instructional support member structures activities and discussions that ask participants to make connections between schooling and their personal interests

Sample Participant Evidence:

- ☐ When participants are explaining how content relates to their personal interests, the instructional support member appears encouraging and interested
- ☐ When asked, participants can make linkages between the lesson or activity and their personal interests
- ☐ Participants engage in activities that facilitate making connections between their personal interests and the lesson or activity

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Demonstrating "Withitness"

The instructional support member uses behaviors associated with "withitness" to maintain and support adherence to rules, policies, and procedures.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member is accessible to parents and the school community
- ☐ Instructional support member establishes healthy professional relationships with participants, colleagues, administrators, and parents
- ☐ Instructional support member recognizes potential sources of disruption to classrooms and the entire school and deals with them immediately
- ☐ Instructional support member proactively addresses inflammatory situations

Sample Participant Evidence:

- ☐ Participants recognize that the instructional support member is aware of their behavior as well as the climate of the school
- ☐ When asked, participants, parents, or colleagues describe the instructional support member as "aware of what is going on," or participants describe the instructional support member as one who "has eyes on the back of his/her head"

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

▫ Acknowledging Adherence to Rules and Procedures

The instructional support member consistently and fairly acknowledges adherence to rules and procedures.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member provides nonverbal signals that a rule or procedure has been followed:
  - Smile
  - Nod of head
  - High five
- ☐ Instructional support member gives verbal cues that a rule or procedure has been followed:
  - Thanks participants for following a rule or procedure
  - Describes participant behaviors that adhere to rules or procedures
- ☐ Instructional support member uses tangible recognition when a rule or procedure has been followed:
  - Certificate of merit
  - Token economies

Sample Participant Evidence:

- ☐ Participants appear appreciative of the instructional support member acknowledging their positive behavior
- ☐ When asked, participants describe the instructional support member as appreciative of their good behavior
- ☐ When asked, participants report the instructional support member fairly and consistently acknowledges adherence to rules and procedures

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

▫ Understanding Participants' Interests and Backgrounds

The instructional support member uses participants' interests and backgrounds to produce a climate of acceptance and community.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member has side discussions with participants and colleagues about events in their lives
- ☐ Instructional support member has discussions with participants and colleagues about topics in which they are interested

Sample Participant Evidence:

- ☐ When asked, participants and colleagues describe the instructional support member as someone who knows them and/or is interested in them
- ☐ When asked, participants and colleagues say they feel accepted by the instructional support member

- [ ] Instructional support member builds participants' interests into their interactions

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Using Verbal and Nonverbal Behaviors that Indicate Affection for Participants

When appropriate, the instructional support member uses verbal and nonverbal behavior that indicates caring for participants or colleagues.

Evidence:

Sample Instructional Support Member Evidence:

- [ ] Instructional support member compliments participants and colleagues regarding academic and personal accomplishments
- [ ] Instructional support member engages in informal conversations with participants or colleagues that are not related to academics
- [ ] Instructional support member uses humor with participants and colleagues when appropriate
- [ ] Instructional support member smiles, nods, etc. at participants and colleagues when appropriate

Sample Participant Evidence:

- [ ] When asked, participants and/or colleagues describe the instructional support member as someone who cares for them
- [ ] Participants respond to instructional support member's verbal and nonverbal interactions

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Displaying Objectivity and Control

The instructional support member behaves in an objective and controlled manner.

Evidence:

Sample Instructional Support Member Evidence:

Sample Participant Evidence:

- [ ] Participants and colleagues report they are settled by the instructional support member's calm demeanor

- ☐ Instructional support member does not exhibit extremes in positive or negative emotions
- ☐ Instructional support member addresses inflammatory issues and events in a calm and controlled manner
- ☐ Instructional support member interacts with all participants and colleagues in the same calm and controlled fashion
- ☐ Instructional support member does not demonstrate personal offense at student misbehavior
- ☐ When asked, participants and colleagues describe the instructional support member as in control of himself/herself in all situations
- ☐ When asked, participants and colleagues say that the instructional support member does not hold grudges or take things personally

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Demonstrating Value and Respect for Low Expectancy Participants

The instructional support member exhibits behaviors that demonstrate value and respect for low expectancy participants.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ When asked, the instructional support member can identify the participants for whom there have been low expectations
- ☐ Instructional support member provides low expectancy participants with nonverbal indications that they are valued and respected:
  - Makes eye contact
  - Smiles
  - Makes appropriate physical contact
- ☐ Instructional support member provides low expectancy participants with verbal indications that they are valued and respected:
  - Playful dialogue
  - Addressing participants in a manner they view as respectful
- ☐ Instructional support member does not allow negative comments about low expectancy participants
- ☐ Instructional support member sets high expectations for all participants

Sample Participant Evidence:

- ☐ When asked, participants and/or colleagues say that the instructional support member cares for all participants

Resources:

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Domain 2: Planning and Preparing

Planning and Preparing for Implementation of Goals and Scaffolding of Content or Activities

□ Effective Goal Setting and Scaffolding of Content or Activities

The instructional support member plans the organization of content and activities in such a way that each piece of content or activity builds on previous goals, content, or activities.

Evidence:

Sample Planning Evidence:

- ☐ Instructional support member has evidence of a work plan to support his/her goals and the goals of the school and/or district
- ☐ The plan for presentation of content or activities is logical and progresses from simple to complex
- ☐ The plan anticipates potential confusion or misunderstandings that participants or schools may experience

Sample Instructional Support Member Evidence:

- ☐ Instructional support member can describe the rationale for how goals are organized within a plan-of-work
- ☐ Instructional support member can describe the rationale for the sequence of activities or lessons within a plan-of-work
- ☐ Instructional support member can describe possible confusions that may impact goals, content, or activities

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

□ Attention to Established Standards or Procedures

The instructional support member develops plans and/or activities that are aligned with established school and/or district standards or procedures.

Evidence:

Sample Planning Evidence:

- ☐ Plans for instructional activities include important standards identified by the district

Sample Instructional Support Member Evidence:

- ☐ Instructional support member can explain how his/her plan of work supports the established school and/or district standards

- ☐ Plans are developed with attention to established district standards and procedures
- ☐ Instructional support member can describe the sequence of the content or activities to be taught as identified by the school and/or district

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Planning and Preparing for Use of Resources and Technology

☐ Use of Available Traditional Resources

The instructional support member identifies the available traditional resources (materials and human) for use in his/her plan of work and/or instructional activities.

Evidence:

Sample Planning Evidence:

- ☐ The plan outlines resources within the immediate work environment or school that will be used enhance participants' understanding of the content
- ☐ The plan outlines resources within the community that will be used to enhance participants' understanding of the content

Sample Instructional Support Member Evidence:

- ☐ Instructional support member can describe how the resources within the immediate work environment and/or the school will be used to enhance participants' understanding of the content
- ☐ Instructional support member can describe how resources within the community will be used to enhance participants' understanding of the content

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Use of Available Technology

The instructional support member identifies the use of available technology that can enhance his/her plan of work and/or participants' understanding of content in an instructional activity.

Evidence:

Sample Planning Evidence:

Sample Instructional Support Member Evidence:

- ☐ The plan identifies available technology that will be used:
  - Interactive whiteboards
  - Response systems
  - Digital templates
  - Social networking sites
  - Blogs
  - Discussion boards
- ☐ The plan identifies how the technology will be used to enhance participant learning

- ☐ Instructional support member can explain how the technology will be used to reach his/her goals
- ☐ Instructional support member can articulate how the technology will be used to enhance participant learning

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Planning and Preparing for the Needs of English Language Learners

☐ Needs of English Language Learners

The instructional support member provides support for the needs of English Language Learners (ELL) by identifying appropriate adaptations or accommodations that must be made.

Evidence:

Sample Planning Evidence:

- ☐ The plan identifies the accommodations or adaptations that must be made for individual ELL participants or groups within an instructional activity or within the instructional support member's area of responsibility
- ☐ The plan identifies the adaptations that must be made for individual ELL participants or groups within the instructional support member's area of responsibility

Sample Instructional Support Member Evidence:

- ☐ Instructional support member can describe the accommodations that must be made for individual ELL participants or groups within an instructional activity
- ☐ Instructional support member can describe the adaptations that must be made for individual ELL participants or groups within an instructional activity
- ☐ Instructional support member can identify support provided in his/her plan of work for ELL participants or the school

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Planning and Preparing for Needs of Participants Receiving Special Education Services

▫ Needs of Participants Receiving Special Education Services

The instructional support member identifies the needs of participants receiving special education services by providing accommodations and modifications that must be made for participants.

Evidence:

Sample Planning Evidence:

- ☐ The plan of work describes accommodations and modifications that must be made for individual participants receiving special education services according to the Individualized Education Program (IEP)
- ☐ The plan of work describes the support the instructional support member will provide for participants receiving special education services

Sample Instructional Support Member Evidence:

- ☐ Instructional support member can describe the specific accommodations that must be made for individual participants receiving special education services according to his/her IEP for an instructional activity
- ☐ Instructional support member can describe the specific support(s) that will be provided for participants receiving special education services

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Planning and Preparing for Needs of Participants Who Lack Support for Schooling

▫ Needs of Participants Who Lack Support for Schooling

The instructional support member identifies the needs of participants who come from home environments that offer little support for schooling.

Evidence:

Sample Planning Evidence:

- ☐ The plan provides for the needs of participants who come from home environments that offer little support for schooling
- ☐ When engaging participants, the instructional support member takes into consideration the participants' family resources
- ☐ When communicating with the home, the instructional support member takes into consideration family and language resources
- ☐ The plan of work describes how the instructional support member provides support for participants who lack support for schooling

Sample Instructional Support Member Evidence:

- ☐ Instructional support member can articulate how the needs of participants who come from home environments that offer little support for schooling will be addressed
- ☐ Instructional support member can articulate the ways in which the participants' family resources will be addressed when working with participants
- ☐ Instructional support member can articulate the ways in which communication with the home will take into consideration family and language resources
- ☐ Instructional support member can explain how he/she will provide support for participants who lack support for schooling

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Domain 3: Reflecting on Teaching and Supporting

Evaluating Personal Performance

▫ Identifying Areas of Pedagogical Strength and Weakness

The instructional support member identifies specific strategies and behaviors on which to improve.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member identifies specific areas of pedagogical strength and weakness
- ☐ Instructional support member keeps track of specifically identified focus areas for improvement
- ☐ Instructional support member identifies and keeps track of specific areas identified based on individual interest
- ☐ Instructional support member can describe how specific areas for improvement are identified

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

▫ Evaluating the Effectiveness of Specific Pedagogical Strategies and Behaviors

The instructional support member determines the effectiveness of specific techniques and strategies relating to his/her plan of work.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member gathers and keeps evidence of the effects of specific strategies and behaviors in his/her area of responsibility
- ☐ Instructional support member provides a written analysis of specific causes of success or difficulty
- ☐ Instructional support member can explain the differential effects of specific strategies and behaviors that yield results

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Developing and Implementing a Professional Growth Plan

☐ Developing a Written Growth and Development Plan

The instructional support member develops a written professional growth and development plan with specific and measurable goals, action steps, manageable timelines, and appropriate resources.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member constructs a growth plan that outlines measurable goals, action steps, manageable timelines, and appropriate resources
- ☐ Instructional support member can describe the professional growth plan using specific and measurable goals, action steps, manageable timelines, and appropriate resources

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Monitoring Progress Relative to the Professional Growth and Development Plan

The instructional support member charts his/her progress on the professional growth and development plan using established action plans, milestones, and timelines.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member constructs a plan that outlines a method for charting progress toward established goals supported by evidence (e.g., achievement data, artifacts, interviews or surveys from peers and participants, and observer feedback)
- ☐ Instructional support member can describe progress toward meeting the goals outlined in the plan supported by evidence

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Domain 4: Collegiality and Professionalism

Promoting a Positive Environment

▫ Promoting Positive Interactions with Colleagues

The instructional support member interacts with colleagues in a positive manner to promote and support learning.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member works cooperatively with appropriate colleagues to address issues that impact learning
- ☐ Instructional support member establishes working relationships that demonstrate integrity, confidentiality, respect, flexibility, fairness, and trust
- ☐ Instructional support member accesses available expertise and resources to support participants' learning needs
- ☐ Instructional support member can describe situations in which he/she interacts positively with colleagues to promote and support learning
- ☐ Instructional support member can describe situations in which he/she helped extinguish negative conversations about other colleagues

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

▫ Promoting Positive Interactions with Participants, Parents, and the Community

The instructional support member interacts with participants, parents, and the community in a positive manner to foster learning and promote positive home/school relationships.

Evidence:

Sample Instructional Support Member Evidence:

Sample Participant Evidence:

- ☐ When asked, participants, parents, and/or community members can describe how the instructional support member interacted positively with them

- ☐ Instructional support member fosters collaborative partnerships with parents to enhance participant success in a manner that demonstrates integrity, confidentiality, respect, flexibility, fairness, and trust
- ☐ Instructional support member ensures consistent and timely communication with parents regarding participant expectations, progress, and/or concerns
- ☐ Instructional support member encourages parent involvement in classroom and school activities
- ☐ Instructional support member demonstrates awareness and sensitivity to social, cultural, and language backgrounds of families
- ☐ Instructional support member uses multiple means and modalities to communicate with families
- ☐ Instructional support member responds to requests for support and/or assistance promptly
- ☐ Instructional support member respects and maintains confidentiality of participant/family information
- ☐ Instructional support member can describe instances when he/she interacted positively with participants, parents, and/or the community
- ☐ When asked, the instructional support member can describe situations in which he/she helped extinguish negative conversations about participants, parents, and/or the community

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Promoting Exchange of Ideas and Strategies

☐ Seeking Mentorship for Areas of Need or Interest

The instructional support member seeks help and input from colleagues regarding specific educational strategies and behaviors.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member keeps track of specific situations during which he/she has sought mentorship from others
- ☐ Instructional support member actively seeks help and input as a member of a Professional Learning Community

- ☐ Instructional support member actively seeks help and input from appropriate school members to address issues that impact instruction and school or district goals
- ☐ Instructional support member can describe how he/she seeks input from colleagues regarding issues that impact instruction and school or district goals

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

☐ Mentoring Other Colleagues and Sharing Ideas and Strategies

The instructional support member provides other colleagues with help and input regarding specific educational strategies and behaviors relating to their areas of responsibility.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member keeps tracks of specific situations during which he/she mentored other instructional support members
- ☐ Instructional support member contributes and shares expertise and new ideas with colleagues to enhance learning in formal and informal ways
- ☐ Instructional support member serves as an appropriate role model (e.g., mentor, coach, presenter, researcher) regarding specific educational strategies and behaviors
- ☐ Instructional support member can describe specific situations in which he/she has mentored colleagues

Resources:

Glossary | Scale

Scale:

Innovating Applying Developing Beginning Not Using Not Applicable

Promoting District and School Development

☐ Adhering to School and District Rules and Procedures

The instructional support member is aware of and adheres to school and district rules and procedures.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member performs assigned duties
- ☐ Instructional support member follows policies, regulations, and procedures

- ☐ Instructional support member maintains accurate records (e.g., participant progress, completion of assignments, non-instructional records)
- ☐ Instructional support member fulfills responsibilities in a timely manner
- ☐ Instructional support member understands legal issues related to participants and families
- ☐ Instructional support member demonstrates personal integrity
- ☐ Instructional support member keeps track of specific situations in which he/she adheres to rules and procedures
- ☐ Instructional support member is knowledgeable and adheres to state code of ethics, professional standards, and code of conduct applicable to the position

Resources:

Glossary | Scale

Scale:

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☐ Participating in School and District Initiatives

The instructional support member is aware of school and district initiatives and participates in them in accordance with his/her talents and availability.

Evidence:

Sample Instructional Support Member Evidence:

- ☐ Instructional support member participates in school activities and events as appropriate to support participants and the school community
- ☐ Instructional support member serves on school and district committees
- ☐ Instructional support member participates in staff development opportunities
- ☐ Instructional support member works to achieve school and district improvement goals
- ☐ Instructional support member keeps tracks of specific situations in which he/she has participated in school and district initiatives
- ☐ Instructional support member can describe or show evidence of his/her participation in school and/or district initiatives

Resources:

Glossary | Scale

Scale:

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Signatures

Observer Signature: **Date:**

_____ _____

Learner Signature: **Date:**

_____ _____

INDEX

504 Plans and IEPs	28
Academic Freedom	52
Administrative Leave	52
Adoptive Leaves	34
Arbitration	49-50
Association Business	10
Association President Pay	12
Association Rights and Responsibilities	10-12
Automated Guest Teacher Service	9
Bereavement Leave	32
Board Policies	3
Board Retention of Sick Days	41
Board Rights and Responsibilities	13-14
Building Access	6
Physician Certification	9
Calendar	62
Changes in Degree	15
Child Care Leave	34
Class Size	24-25
Committees	52-53
Compensatory Time	63
Conference Period-Secondary	22
Conference Time-Elementary	22-23
Conferences and Conventions	41-42
Copies of this Agreement	58
Curricular Activities for Professional Growth	7
Discharge of NTPSM	51
Discipline	4-6
Duration	55
Duty-Free Lunch	23
Student Exclusion	46
Extended Leaves	34
Extra-Curricular Activities	67-72
Extra-Curricular Duties	9, 67
Fall Curriculum Night	8-9
Family and Medical Leave (FMLA)	38
Family Illness	31-32
Freedom of Information Act (FOIA)	5
Funding of Sick Bank	38-39
Grading Software	10

Grievance Hearings	51
Grievance Procedure	48-52
Guest Teacher	5, 25, 27
Hardship Leaves	35
Individual Development Plan (IDP)	30
Insurance	19-21
Job Descriptions	12
Job-Sharing	16-17
Layoff and Recall of NTPSM	54-55
Layoff Procedure for NTPSM	54-55
Leave of Absence	28
Leave Policy	30-38
Legal Services Leave	35
Longevity	65
Master Sick Bank	38-41
Master Sick Bank Administration	40-41
Master Sick Bank Application	40
Master Sick Bank Committee	40
Master Sick Bank Eligibility	39
Materials Distributed to Bargaining Unit Member	10-12
Medical Needs of Students	28
Mentor Bargaining Unit Member Compensation	73
Uniformed Services Leave	34
Miscellaneous Provisions	58-59
Miscellaneous Provisions Regarding Leaves	35-37
National Board Certification	19
NCA Performance Accreditation	53
Notification of Return from Leave	37
Observation	42-45
Open Position	30
Parental Leaves	33-34
Parent-Teacher Conferences	7-8, 64
Payment Upon Death or Retirement	37
Per Diem Payment	10, 16-17, 38, 50
Performance of Duties	6
Personnel Files	4-6
Pregnancy Disability	33-34
Private and Personal Life	6
Professional Activity Rate	73
Professional and Personal Business Days	32-33
Professional Compensation	14-19
Professional Development	9-10
Professional Development Training	60
Professional Negotiations Procedures	48
Protection of Bargaining Unit Members	45-48
Public Oriented Activities	7

Public Service Leaves	35
Recall Procedure of NTPSM	54-57
Recognition	4
Refusal of Recall by NTPSM	56-57
SAC's	See Subject Area Committees
Schedule C	See Extra-Curricular Duties
School-Related Contagious Diseases	31
Seniority	55
Severe Weather	59
Shared-Time Teaching	16-17
Sick Days Accumulated	31
Sick Leave	30-32
Sick Leave Abuse	31
Special Education Student	25, 47
Staff Meeting	12, 19, 63
Step Positions	14-15
Strikes and Sanctions	53-54
Subject Area Committees (SACs)	52-53
Summer Curricular Projects	16
Supervisory Administrative Position	29
Suspended	52
Bargaining Unit Member Responsibilities	6-10
Bargaining Unit Member Rights	4-6
Bargaining Unit Member Salary Schedule -	64
Teaching a Class During Conference/Planning Period	23, 26
Teaching Assignments	26
Teaching Conditions	26-28
Teaching Hour	21-24
Teaching Loads and Assignments	24-26
Time Lost	32
Transfers	30
Unprovoked Student Assault	46
Use of School Facility	10
Use School Equipment	12
Vacancies, Promotions, and Transfers	28-30
Working Conditions	21-28