

A G R E E M E N T

between

NOTTAWA COMMUNITY SCHOOLS

and

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

MEA-NEA

August 16, 1988

to

August 15, 1991

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

This agreement made on the date hereinafter set forth by and between NOTTAWA COMMUNITY SCHOOLS, acting by and through the Board of Education (hereinafter called the "Board") and SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION, MEA-NEA (hereinafter called the "SMEA").

ARTICLE 1

PURPOSE AND RECOGNITION

1.1 PURPOSE. The general purpose of this Agreement is to set forth the terms and conditions of employment for members of the bargaining unit and to promote orderly and peaceful labor relations.

1.2 RECOGNITION. Pursuant to Act 379, Public Acts of 1965, as amended, the Board recognizes the SMEA as the exclusive bargaining agent for the employees of the Board (hereinafter referred to as "teachers") in the Bargaining unit defined as:

All instructional personnel employed by the school district, grades K-8, but excluding executive and supervisory personnel and all non-certified employees.

CONTRACT INTERPRETATION AND ADMINISTRATION

2.1 DEFINITIONS. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

A. ASSOCIATION means the Nottawa Education Association. The Association is the designated representative of SMEA for the purpose of contract administration, including the processing of claims under the Grievance Procedure.

B. TEACHER means a member of the bargaining unit. Reference to female teachers shall include male teachers, and all feminine pronouns shall include both males and females.

C. PART-TIME TEACHER means a teacher regularly employed under contract for less than a full work week or work day.

D. PARTY means the Board or SMEA.

E. DAY means a day when school is open and teachers are scheduled to report for duty, except that during summer recess day means a regular business day excluding holidays and weekends.

F. EMERGENCY means a sudden or unforeseen situation that requires immediate action.

G. WORK YEAR means the regular contract year beginning with the first day closest to September 1 on which an employee is scheduled to provide professional services and ending on the last scheduled work day closest to June 1.

2.2 GENERAL INTERPRETATION. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provisions of this Agreement is invalidated, the parties will meet to re-negotiate such invalidated provision.

For the purpose of this Agreement:

A. CAPTIONS. Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

B. OTHER RIGHTS. Nothing in this Agreement shall deny or restrict any rights guaranteed to an employee under applicable laws or regulations. The rights of either party or of an employee to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of the Agreement and any subsequent Agreement, and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.

C. SCHEDULE MODIFICATION. The Board, after consultation with the Association, may, in an emergency, temporarily alter the work schedule to the extent the Board determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Board. After the emergency has passed the work schedule shall revert back to that previously bargained by the parties. In the event permanent modifications should become necessary, the Board will bargain such work schedule alteration upon request by the Association.

D. SUBORDINATION. Any individual contract or endorsement thereto between the Board and the teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions of this Agreement.

E. PRIOR PRACTICES. This Agreement shall supersede any existing rules, regulations or practices of the Board which shall be contrary or inconsistent with the terms of this Agreement.

ARTICLE 3

EMPLOYER RIGHTS

Except as otherwise expressly provided in this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan and of the United States, and all rights and powers to manage and conduct the activities of the Board and to utilize and direct its employees which the Board had prior to the certification of the SMEA.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement not contrary to school law.

ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 ASSOCIATION RIGHTS. In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by law, the following rights:

4.11 MEETING FACILITIES. The use of school facilities at reasonable hours for the conduct of meetings of the Association, provided that such use shall not interfere with the primary educational use of the facilities and provided further that when special custodial or other services are required, the Employer may make a reasonable charge therefore.

4.12 SERVICES AND EQUIPMENT. The use of designated school equipment provided that such use shall not interfere with the Board's use, shall not require the services of any non-bargaining unit employee and shall not be used by any teacher in such manner as to interfere with the discharge of her employment duties or the discharge of the duties of any other employee. The Board shall be promptly reimbursed by the Association for all supplies used and for any damage.

4.13 EMPLOYEE COMMUNICATIONS. The use of District mail service, teacher mail boxes, and designated bulletin boards in the building for the purpose of giving notice of Association activities and matters of Association concern.

4.14 REQUESTED INFORMATION. The right to receive such information as required by law for the negotiation or administration of the Collective Bargaining Agreement. Copies of the Board meeting agendas and minutes shall be posted on the staff bulletin board in the building.

4.15 ASSOCIATION LEAVE DAYS. The Board shall grant the Association up to two (2) paid leave days per year for the use of its representatives to participate in association activities. The Association shall reimburse on current basis to the Employer 100 percent of the amounts paid to Michigan Public School Employees Retirement System (MPSERS) which relate to the time a member(s) is(are) on association leave. The Association will reimburse to the Employer the current substitute salary for any of these days used.

4.2 ASSOCIATION RESPONSIBILITIES. The Association and the SMEA shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:

4.21 ASSOCIATION REPRESENTATIVES. The responsibility to promptly notify the Board in writing of the names of those persons who have been authorized to act on their behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

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

4.22 MISCELLANEOUS PAYROLL DEDUCTIONS. Upon written authorization from the teacher, the Board shall deduct from the salary of any teacher and make prompt remittance for insurance, MEFSA tax sheltered annuities, MEA-PAC, and the credit union. Authorization shall be made within 30 days after the beginning of the school year (or contract ratification, whichever comes later) and may only be changed within 30 days after the beginning of each semester. Changes in deductions shall also be allowed whenever there is a change in the teacher's family status.

4.3 ASSOCIATION DUES AND SERVICE FEES.

4.31 ASSOCIATION MEMBERSHIP. Membership in the Association is not compulsory. Teachers have the right to join or not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any teacher by reason of her joining or refusing to join the Association.

4.32 FINANCIAL RESPONSIBILITY. Membership in the Association is separate and distinct from the assumption by a teacher of an equal obligation to compensate the Association for the benefits received from representation. The Association is required under this Agreement to represent all of the teachers in the bargaining unit fairly and equally without regard as to whether or not any teacher is a member of the Association. The terms of this Agreement have been equally made for all of the teachers in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each teacher in the bargaining unit pay equally for benefits received and that each assume a fair share of the cost of representation.

4.33 SERVICE FEE. Except as hereinafter provided, each teacher who is not a member of the Association in good standing shall pay a service fee. The service fee shall be equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement, which share shall, for the purpose of this provision, be deemed to be not more than the regular monthly Association membership dues uniformly required of teachers who are members. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amount is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the collective bargaining agreement, the amount shall be modified to such amount as shall be lawful or proportionate.

4.34 EMPLOYEE AUTHORIZATION. On or before the third Friday in September, each teacher may sign and deliver to the Board a written assignment authorizing the deduction of Association dues or a service fee, as the case may be. Such authorization shall be submitted to the business office in a form acceptable to the Board and shall continue in effect from year to year unless revoked in writing by the employee in accordance with the constitution and by-laws of the Association. A revocation shall become effective at the beginning of the first regular pay period subsequent to the date on which it is received in the business office. Written notice must be given to the Association.

The Association shall certify in writing to the Board, between September 1 and September 15 annually, the authorized amount to be deducted annually from each teacher's pay, which deductions shall be made in twenty (20) substantially equal bi-weekly installments beginning with the second pay period in September of each work year, provided, however, that if such certification is received after September 1, then the Board shall have the right to reduce the number of bi-weekly installments from twenty (20) to nineteen (19) and implement such deduction schedule beginning not later than the first pay period in October.

4.35 BOARD RESPONSIBILITY. The Board shall deduct the authorized amount due from each teacher's pay and transmit the total deductions within fifteen (15) days following such deduction to the person designated by the Association in writing, together with a list setting forth the name of each teacher for whom deductions were made, except that the Board shall not be required to make deductions authorized by a teacher during any pay period such teacher did not provide services to the Board unless such teacher was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days from and after notice thereof.

4.37 ALTERNATE PAYEE. Notwithstanding the foregoing provisions, any teacher who is not a member of the Association and who notifies the Association and the Board in writing between August 1 and August 31 or within fifteen (15) days of initial employment, that she objects to paying the service fee to the Association shall, so as to show good faith in view of the fact that other nonmembers of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such teacher shall pay a sum equivalent to the service fee uniformly required to be paid by nonmembers of the Association to a nonreligious charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code mutually acceptable to the Association and the teacher. A copy of the receipt thereof shall be furnished to the Association. The teacher may authorize a payroll deduction in the same manner as provided in paragraph 4 above. If a teacher shall not pay such sum directly to the charitable organization or authorize payment through payroll deductions, the Association shall have the right to pursue collection of said contribution by appropriate action in a court of competent jurisdiction pursuant to Section 4.36 above.

4.38 APPLICATION AND INDEMNIFICATION. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association, by the execution of this provision, expressly agrees to indemnify and save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of this Section, including, but not limited to, a claim that the service fee, as herein established, is not equivalent to each teacher's proportionate share of the cost of negotiating and administering the collective bargaining agreement.

TEACHER RIGHTS AND RESPONSIBILITIES

5.1 EVALUATION. The Board has delegated to the administrative staff the responsibility for the evaluation of each teacher in the performance of her professional duties. Evaluations shall conform to the following guidelines:

5.11 EVALUATION OBJECTIVES. The primary purpose of evaluation shall be to improve the effectiveness of a teacher in the performance of the teacher's professional duties.

5.12 CRITERIA. A copy of the evaluation form to be used shall be furnished to each teacher at the beginning of the work year, except that if there has been no change in the evaluation form used during the preceding year, then the Board shall not be required to furnish such form other than to newly appointed teachers.

5.13 FORMAL EVALUATION. A formal evaluation required by the provisions of this Agreement shall conform to the following guidelines:

- A. The evaluation shall be in writing.
- B. All monitoring or observation of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher, and no employee shall be evaluated on hearsay. No observation leading to a formal evaluation shall be conducted on a day immediately prior to or after a regularly scheduled holiday.
- C. The particular event or circumstances upon which the evaluation is based, including the factual basis for the evaluator's opinions, shall be described in the written evaluation.
- D. The evaluator shall assume responsibility for scheduling a post-evaluation conference with the teacher, which conference shall be held within ten (10) work days following the last observation on which the formal evaluation is based. A copy of the written evaluation shall be given to the teacher at the time of the conference. A second conference shall be held at the request of the teacher at which conference the teacher shall be entitled to have present an Association Representative.
- E. The evaluator shall identify the employee's strengths as well as alleged deficiencies and/or areas of desired growth or improvement. The observations, recommendations and conclusions of the evaluator shall be deemed to be acceptable unless the teacher shall submit within ten (10) days a written rebuttal which shall be attached to the evaluation and placed in the teacher's personnel file.

5.14 EVALUATION FREQUENCY. A probationary teacher employed for the full work year shall be evaluated prior to November 15 and again prior to April 1. Teachers other than probationary teachers shall be evaluated at least once during each two-year period after completion of the probationary period.

5.15 OTHER FACTORS.

A. The Board may provide for such additional formal and informal evaluations as it shall determine to be necessary for the proper conduct of the educational program and the utilization of its professional employees, provided, however, that the teacher is afforded reasonable time to take specified corrective action, if required, between any such evaluations. The evaluative opinions of the evaluator shall not be subject to the Grievance Procedure.

B. If the administration intends to recommend to the Board that a teacher be terminated or placed on a third year probation, he shall so advise the teacher on or before April 1.

5.16 DEFINITION. The term "evaluator" as used herein shall refer to the principal.

5.2 CITIZENSHIP RIGHTS. A teacher is entitled to full rights of citizenship and no religious or political activities of the teacher, or the lack thereof, or the private and personal life of a teacher shall constitute grounds for any discipline or discrimination with respect to the professional employment of the teacher, except as such conduct or activity shall materially interfere with the discharge of the teacher's professional responsibilities. The provisions of this Agreement shall be applied without regard to race, creed, sex, marital status, national origin, or age.

5.3 COMPLAINT PROCEDURE. When an administrator or member of the Board receives a complaint from anyone other than school administrators, the following procedures shall be followed:

5.31 The Board member or administrator may within five (5) days request the person making the complaint to contact the teacher involved. If the complaint is not brought to the attention of the teacher by her principal within ten (10) days, such complaint shall be dropped and no record of the complaint shall be placed in the teacher's personnel file. If the complaint is brought to the attention of and discussed with the teacher within such ten (10) day period and the principal believes it may be necessary to give such teacher a written warning or reprimand based on such complaint, the principal shall then schedule a conference with the complainant, the principal and the teacher. If, as a result of this conference, the teacher receives a written reprimand, she shall the right to file a rebuttal which shall be attached to the written warning or reprimand and placed in the teacher's personnel file.

5.32 If the time lines and procedures as established herein are not adhered to, the complaint may not be placed in the teacher's personnel file or used in any disciplinary action against the teacher.

5.4 PERSONNEL FILES. The Employer shall cause an official personnel file to be established and maintained for each teacher in accordance with the following guidelines, namely:

A. A teacher shall have the right to review the contents of her personnel file during regular business hours upon reasonable prior request. A representative of the Association may accompany the teacher at the request of the teacher. The file shall be reviewed in the presence of the administrator responsible for the safekeeping of the file. Privileged information, such as confidential credentials and related personnel references normally sought at the time of employment, shall be specifically exempt from review. The administrator shall, in the presence of the teacher, remove these credentials and confidential reports from the file, prior to a review of the file by the teacher.

B. After the date of employment, a teacher shall be given notice of the Board's intention to insert any materials in her personnel file which adversely reflect on the character of the teacher's professional services, exclusive of formal evaluations, together with a copy of such materials.

C. A teacher may request in writing that material which the teacher claims to be erroneous be removed from her file. Such written request shall set forth the factual basis for such claim. If the Board shall fail within ten (10) work days from receipt of such request to comply therewith, the teacher shall have the right to insert in her file a written statement, or other relevant documentation, concerning the material to which an objection has been made. The objectionable material shall be appropriately marked to show the existence of the teacher's filing and the material to which an objection has been made shall be attached to the material filed by the teacher.

D. By mutual agreement between the teacher and the Board, materials to which the teacher has made an objection may be removed at any time; provided that any such material shall be removed from the file after the expiration of five (5) years from and after the date on which the teacher received a notice of intent to insert unless the law requires a longer period.

5.5 TEACHER RESPONSIBILITIES.

5.51 STANDARDS. The parties recognize that the certification of a teacher and her contractual agreement constitute a continuing representation by the teacher that she is qualified to be entrusted with the responsibility for the education of students.

5.52 PREPARATION FOR PROFESSIONAL ASSIGNMENTS. Adequate prior preparation for a professional assignment is essential. Such preparation includes development of lesson plans, teaching aids or other such materials reasonably required to perform the professional assignment or for the performance of the assignment by a substitute in the absence of the teacher.

5.53 PERFORMANCE OF PROFESSIONAL ASSIGNMENTS. It is the responsibility of a teacher to work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

5.54 SAFETY OF STUDENTS. A teacher shall make every reasonable effort to protect students from conditions harmful to learning, health or safety. For such purposes, a teacher shall promptly notify her principal in writing of any defective condition in the physical facilities of the District which may reasonably cause injury to persons or property, receipt of which notice shall be acknowledged by the principal in writing within a reasonable time.

5.6 DISCIPLINARY ACTION. Any disciplinary action against a teacher shall be taken in accordance with the following guidelines, namely: _____

5.61 The teacher shall be advised as to the specific violation for which disciplinary action is to be taken and shall be provided with all information forming the basis for such action.

5.62 The Board shall affirmatively advise a teacher that the teacher has the right to have a representative of the Association present at a formal conference at which the teacher is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Board be restricted from taking such protective action as the Board may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision, a formal conference is defined as one that has been prearranged.

5.63 If the basis for disciplinary action concerns the character of the professional services of the teacher, the teacher shall be advised of the corrective action to be taken and be given a reasonable time within which to take such corrective action, unless the nature of the misconduct would materially prejudice the rights of students or create a material safety hazard.

5.64 Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied.

5.65 No disciplinary action shall be taken against any teacher except for just cause and all disciplinary action shall be subject to review under the Professional Grievance Procedure.

ARTICLE 6

PROFESSIONAL SERVICES

6.1 SCHOOL YEAR. The number of student and teacher days shall be as set forth in the school calendar attached hereto as Schedule C.

6.2 PROFESSIONAL DUTIES. The parties recognize that the commitment of a teacher cannot be measured merely by time and that the proper discharge of professional duties may require an uneven expenditure of time during the school year.

6.21 DUTY HOURS.

- A. During the life of this Agreement, the parties agree that the teacher's normal work day shall begin not later than 8:25 a.m. (at which time teachers shall be at their assigned posts) and end at 3:15 p.m., except that on Friday afternoons teachers may leave as soon as the last bus departs, it being understood that the length of the work day shall normally be 6 hours and 50 minutes.
- B. A teacher shall be entitled to receive a planning period when responsibility for a class has been assumed by another teacher for special instruction such as art, music or physical education. In addition, teachers may elect in their discretion to provide one or more additional planning periods by means of rotating recess duty among themselves, which additional planning periods shall not exceed forty (40) minutes per day in the aggregate.
- C. All teachers shall be entitled to a duty-free lunch period consisting of a minimum of twenty-five (25) minutes, except when they are on duty.

6.22 GENERAL PROFESSIONAL DUTIES. In addition to the foregoing professional duties, each teacher shall, to the extent required for the proper discharge of her professional obligations, participate in faculty and curriculum meetings; student activity assignments, parent-teacher and student-teacher conferences; and such other professional activities as may be reasonably required during the school day.

Meetings which may be called by the administration outside of the regular work day shall be limited to two hours per month unless prior approval has been obtained from the Association with the exception of parent-teacher conferences and open house, which are considered to be part of the teachers' obligation and responsibility. Teachers will not be required to attend more than four (4) school functions per year, including PTA meetings, Christmas programs, school carnival, concerts, etc.

6.3 ASSIGNMENT PROCEDURES. Each teacher shall be placed, to the extent practicable, in a position which will most effectively use the teacher's skill and experiences while providing for the present and future staff needs of the District. Such assignment shall be within the scope of the teacher's major or minor field of study.

6.31 GENERAL PROCEDURE. The Board shall cause the Administration to establish a procedure which shall include:

- A. The posting of notice of vacancies, including extra curricular and administrative vacancies.
- B. A current list of those desiring transfer or promotion.
- C. A procedure for notifying teachers desiring transfer or promotion of the existence of any vacancy for which they have expressed preference.
- D. The Association will be notified of any vacancy that occurs during the summer months.
- E. If a vacancy occurs during a school year, the Board may temporarily fill the position for the remainder of the year in order to minimize any disruption in the educational program, provided, however, that if the Board determines that the vacancy shall be filled on a permanent basis by a certain date, notice of the vacancy shall be posted.

6.32 ASSIGNMENT PREFERENCE. When a vacancy occurs, the Board shall fill the position using the following criteria:

- A. The preference of the teacher for the assignment.
- B. The length of service of the teacher with the Board.
- C. The certification, applicable academic preparation (including majors and minors) and teaching experience.
- D. The contribution which the teacher could make and the professional growth of the teacher in the new position.
- E. The benefits to be derived by the students in making such an assignment.

6.4 SPECIAL ASSIGNMENTS. Any assignments in addition to the normal teaching schedule during the regular school year, including special physical education classes, camp assignments, summer school courses, and all other extra duties shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignment will be given to tenure teachers regularly employed in the district and shall be subject to reimbursement as hereinafter provided.

PROFESSIONAL GRIEVANCE PROCEDURE

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

7.1 LEVEL 1. In the event that a teacher believes there is a basis for a grievance, she shall first discuss the alleged grievance with her principal either personally or accompanied by her Association representative. The grievance must be filed within ten (10) school days of the violation, misapplication, or within ten (10) school days of the discovery thereof.

7.2 LEVEL 2. If, as a result of the informal discussion with the principal, a grievance still exists, the grievant may within five (5) school days invoke a formal grievance procedure through the Association on the form signed by the grievant and a representative of the Association, which form shall be available from the Association president. A copy of the grievance form shall be delivered to the principal.

7.3 LEVEL 3. Within TWO (2) SCHOOL DAYS of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

7.4 LEVEL 4. If the Association is not satisfied with the disposition of the grievance by the principal or his designee, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

7.5 LEVEL 5. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. A demand for arbitration must be filed within twenty (20) days after receipt of the Board's disposition. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. It is understood by both parties that either party shall have the right within ten (10) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be binding.

7.6 EXCLUSIONS. The professional grievance procedure shall not apply to:

7.61 The termination of a probationary teacher or the failure to re-employ a probationary teacher on the expiration of the teacher's individual contract of employment.

7.62 A decision of the Board to grant a third year of probation.

7.63 Any claim in which proceedings are pending before any state or federal administrative tribunal, agency or court, it being the intention of the parties that a teacher shall have one (1) remedy only.

7.64 Any provision of this Agreement which contains an express exclusion from this procedure.

7.7 GENERAL PROCEDURES.

7.71 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

7.72 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to either party, the Board shall use its best effort to process such grievance prior to the end of the school term or as soon thereafter as possible.

7.73 Should either party, or their agents, not abide by the time limits set forth in the grievance procedure, the grievance shall be conceded and the other party's position shall stand.

7.74 Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE 8

LEAVES

8.1 PAID LEAVES.

8.11 SICK LEAVE. EXCEPT as hereinafter provided, an annual allowance of ten (10) days leave, accumulative to forty (40) days, shall be allocated for each full time teacher. Beginning in the school year following the year in which the teacher accumulates forty (40) days of sick leave and in each subsequent year thereafter, the teacher will continue to receive the annual allowance of ten (10) days, provided, however, that if unused sick days in excess of forty (40) remain at the close of each such regular school year, any such day(s) shall be paid off by the Board at the rate of one-half ($\frac{1}{2}$) of the teacher's then current daily rate or Fifty Dollars (\$50.00), whichever is less. The aggregate amount due and owing the teacher shall be included in the last payroll check during the month of June. Sick leave days are to be used for personal or family illness, disability, or doctor's appointments.

8.12 Sick leave shall be accounted for in one-half day increments.

8.13 Leave for part-time teachers shall be allocated on a pro-rata basis.

8.14 Leave for maternity disability shall be granted in accordance with State and Federal Statutes.

8.15 The amount of unused sick leave shall be certified to the teacher within thirty (30) days after the beginning of each work year.

8.2 PERSONAL LEAVE. A teacher shall be allowed up to two (2) days per year. If the second personal leave day is used, it shall be deducted from sick leave.

8.21 USE. Personal leave shall be used only for business or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of the employee's duties. It shall not be used for other employment or for social, recreational, vacation or other similar purposes, or on days immediately before or after scheduled vacations or holidays without the prior approval of the Principal.

- A. Each request for personal leave shall be in writing submitted to the Principal three (3) days prior to the leave taking except in cases of emergency.
- B. Personal leave shall not be accumulative.
- C. The Board shall not be required to grant a personal leave to more than one (1) teacher on any one day.

8.3 PROFESSIONAL LEAVE. Since conferences, seminars or workshops offer valuable inservice opportunities to teachers, the Board will credit each teacher with two (2) days for professional leave at the beginning of every school year to be used at times mutually agreeable between the teacher and the Board (principal acting as its agent). The teacher planning to use a professional leave day(s) shall notify her Principal at least one week in advance of her absence. These professional leave days shall be used a minimum of one-half ($\frac{1}{2}$) days at a time and a maximum of two (2) days at one time. The Board agrees to pay all registration fees for such seminars, workshops, etc., which fees the teacher may request in advance. In addition, teachers shall be allowed to attend meetings, workshops, conferences, etc., which pertain directly to their classroom assignments. These days shall not be counted against the teacher's professional leave days.

8.4 FUNERAL LEAVE. A teacher shall be entitled to receive up to five (5) days with pay due to the death of a member of the teacher's immediate family. Immediate family shall be interpreted to mean spouse, mother, father, brother, sister, child, grandparent or grandchild of the teacher or the teacher's spouse. In the event of the death of other relatives or close friends, the Board may grant leave days to be drawn from the teacher's sick leave.

8.5 JURY DUTY. A teacher shall be entitled to leave for jury services if the teacher is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of his professional responsibilities. The teacher shall be paid his regular compensation, without deduction of leave days, less any fees paid.

8.6 DISABILITY LEAVE. A teacher who is or knows she will be disabled for more than ten (10) work days shall be granted a leave of absence in accordance with the following guidelines:

8.61 FORESEEABLE DISABILITY. If the teacher knows, or reasonably should know, that she has a physical or mental condition, which will result in disability, the employee shall:

- A. Notify the Board as to the nature and extent of the expected disability.
- B. Furnish the Board a statement from the attending physician specifying in the physician's opinion:
 1. Any limitations on the performance of duties;
 2. The probable date when the teacher will be significantly impaired in the performance of her duties; and
 3. The probable length of time, if any, during which the teacher will be disabled from performing her work assignments.
- C. Furnish the Board such other information as the Board shall determine, such as the attending physician's release, to assure the safety and welfare of the employee, students, and other employees.

8.62 UNFORESEEABLE DISABILITY. If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Employer with information to the extent applicable required for a foreseeable disability.

8.63 DURATION OF LEAVE. An employee shall be granted a leave of absence for the period of disability except that the Employer shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.

8.64 COMPENSATION BENEFITS. An employee who has been granted a disability leave may draw on sick leave benefits to the extent eligible.

8.7 GENERAL LEAVE. The Employer may grant a leave of absence upon the request of an employee for reasons of professional development, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Employer shall consider:

- A. The past performance of the employee;
- B. The staffing needs and other requirements of the District;
- C. The length of service of the employee; and
- D. The purpose or purposes of the leave.

8.8 LEAVE ADMINISTRATION.

8.81 NOTICE. A teacher shall give the Board notice of her desire to be granted a leave as soon as the teacher is aware of her need to be granted a leave so that the Board will have the maximum time to provide for the teacher's absence. Except as otherwise provided, the minimum notice time for requesting a leave (for elective health care, personal leave, a foreseeable disability or a general leave) shall be seven (7) work days prior to the requested leave date, except that a shorter notice may be permitted in an emergency. The Board's representative shall notify the teacher of its determination within three (3) work days following the receipt of the leave request unless the request requires Board action.

8.82 VERIFICATION. The teacher shall have the responsibility of verifying her eligibility for leave and any benefits due.

8.83 NOTICE OF INTENTION TO RETURN. Each leave agreement shall include a requirement that the teacher notify the Board on or before a certain date that the employee intends to return to active service. If the employee fails to give such notice, the employee shall be considered a voluntary quit.

8.84 REINSTATEMENT RIGHTS. A teacher eligible to return from a leave of absence shall be reinstated into a position for which she is certified and qualified, provided, however, that a teacher whose leave extends for less than ninety (90) days during a work year shall be placed in the position which she held prior to such leave, and provided further that a teacher whose leave extends for ninety (90) days or more and whose position is no longer in existence shall be placed in a similar position for which she is otherwise certified and qualified, subject to the rights of other teachers pursuant to Article 9 of this Agreement.

LAYOFF AND RECALL

9.1 DETERMINATION. If the Board determines that it is necessary to decrease the number of teachers or otherwise reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the Association in writing of its intentions to do so, give the reasons therefore, and consult with the Association for its input and advice prior to taking action. The final decision shall rest with the Board.

9.2 LAYOFF PROCEDURE. Layoffs shall conform to the following guidelines:

9.21 Teachers shall be laid off in the order of seniority starting with the least senior probationary teacher, provided that the remaining teachers are certified teachers as defined by the teacher certification code.

The Board may offer part-time employment in lieu of layoff, provided that if such offer of employment is refused, the teacher shall retain her position on the recall list subject to the rights of other teachers pursuant to this Article.

9.22 The Board shall give not less than twenty (20) days notice of layoff if such layoff is scheduled to take effect during a school year, or not later than June 30 if such layoff is to take effect at the opening of a new school year, except in the case of unforeseen circumstances.

9.23 Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff.

9.3 RECALL PROCEDURE. Recalls shall be subject to the following conditions:

9.31 Teachers shall be recalled in the inverse order in which they were laid off, starting with the most senior teacher on layoff.

9.32 If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address as it appears on Board records, which address shall be conclusive for purposes of this Article. It shall be the responsibility of each teacher to notify the Board of any change in address.

9.33 A teacher who fails to report for work at the specified time, which time shall not be less than ten (10) calendar days from the date of receipt of the recall notice, or fifteen (15) days from the date of the mailing of the notice, whichever is shorter, if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, shall be considered a voluntary quit and shall thereby terminate her individual employment contract and any other employment relationship with the Board, provided, however, that a

teacher who refuses recall because the position offered is not comparable to the one from which she was laid off does not lose the right to future recall but such teacher must notify the Board in writing of her reason for such refusal within the time period specified above.

9.4 SENIORITY. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to each teacher and to the Association at least once each contract year on or before November 1. The seniority list shall be conclusively deemed to be correct unless the Association notifies the Board of any error within thirty (30) days after notification. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their employment dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same employment date, the teacher with the greatest amount of teaching experience outside the District shall be assigned first to the seniority list, provided that if such teachers have the same amount of extra-district teaching experience, then the teacher with the greatest number of graduate hours shall be assigned first to the seniority list.

9.5 INTERPRETATION. For the purpose of this Article:

9.51 "Employment Date" means the date on which the Board took official action to either employ a teacher initially or re-employ a teacher after any break in service. A break in service shall occur if a teacher resigns, retires or is discharged and not reinstated; however, a break in service shall not occur if the teacher is employed by the Board in a non-bargaining unit supervisory position except that such teacher shall neither accrue nor lose seniority during the period of such employment.

9.52 "Seniority" shall refer to the period of unbroken service within the bargaining unit since any break in service. A teacher on layoff or on a leave of absence shall neither accrue nor lose seniority.

ARTICLE 10

COMPENSATION AND BENEFITS

10.1 COMPENSATION. The basic compensation of each teacher shall be as set forth on Schedule "A" and shall be paid in twenty-one (21) or twenty-six (26) (at the discretion of the teacher) substantially equal installments commencing in September.

10.11 ADDITIONAL ASSIGNMENT PAY. If a teacher agrees to accept an additional assignment either during the school year or during the summer, such teacher shall receive additional compensation based on the minimum wage per hour as determined by law.

10.12 PART-TIME TEACHER COMPENSATION. The compensation, fringe and leave benefits of a part-time teacher shall be proportionately reduced except as otherwise provided in this Agreement.

10.13 EXTENDED SCHOOL YEAR. A teacher requested to work in excess of the number of days set forth in the School Calendar shall be entitled to a proportionate increase in compensation.

10.2 RETIREMENT. Pursuant to authority set forth in Public Act 244 of the Public Acts of 1974, as amended, the Board of Education agrees that it shall pay the employee contribution to the Michigan Public School Employees Retirement Fund.

10.3 DEDUCTIONS. The Board shall have the right to deduct from the pay of each teacher such amounts as may be required by law, which may be due the Board from the teacher, or which are expressly authorized by the teacher in writing or by this Agreement.

10.4 REIMBURSEMENT FOR TRAVEL EXPENSES. Teachers who must travel on school business shall be reimbursed for mileage at the current IRS rate.

10.5 INSURANCE BENEFITS.

10.51 HOSPITAL, MEDICAL, DENTAL AND VISION INSURANCE: October 1, 1988 - April 30, 1989. Effective October 1, 1988, and subject to the conditions set forth in this schedule, each teacher shall have the right to elect either Plan "A" or Plan "B".

Plan "A". The Board agrees to pay on behalf of each teacher the applicable monthly premium for the following described MESSA-PAK fringe benefit plan, namely:

Super Med 1
Delta Dental Plan C01 (50/50/50: \$500)
Vision VSP - 1
Negotiated Life \$5,000 AD&D

Plan "B". The Board will pay on behalf of each teacher the applicable premium for the following described MESSA-PAK fringe benefit plan, namely:

Delta Dental Plan C03 (50/50/50: \$1,000)
Vision VSP - 2
Negotiated Life \$10,000 AD&D

In addition, the Board will contribute on behalf of each teacher electing Plan "B" a sum not to exceed the difference between the current monthly premium rate for Super Med 1 Self Only coverage and the cost of the Plan "B" fringe benefit plan set forth above for the purchase of one or more of the following options:

1. Short-term disability
2. Long-term disability
3. Group survivor income insurance
4. Group term life insurance
5. Dependent life
6. Hospital indemnity
7. Basic term life insurance
8. Tax-deferred annuity (MEFSA)

Effective May 1, 1989 Plan "A" and Plan "B" will be altered to MESSA-PAK with MESSACARE Rider.

10.52 HOSPITAL, MEDICAL, DENTAL AND VISION INSURANCE: 1989-90. For the insurance premium year beginning July 1, 1989, the parties agree to share the cost of any premium increases during such year in the manner following:

A. The Board agrees to pay the first 10% of any premium increase over the premium rates in effect as of June 30, 1989. (The 10% limitation applies to the premium rates for Plan "A", Plan "B", and Super Med 1 Self Only).

B. The Board and the Association agree to share equally any increase above and beyond the 10% referred to in subparagraph A above. It is understood and agreed that the Board shall have the right to deduct the pro rata share of any applicable increase to be paid from the pay of each teacher.

10.53 HOSPITAL, MEDICAL, DENTAL AND VISION INSURANCE: 1990-91. For the insurance premium year beginning July 1, 1990, the parties agree to share the cost of any premium increases during such year in the manner following:

A. The Board agrees to pay the first 10% of any premium increase over the amount paid by the Board as of June 30, 1990. (The 10% limitation applies to the premium rates for Plan "A", Plan "B", and Super Med 1 Self Only).

B. The Board and the Association agree to share equally any increase above and beyond the 10% referred to in subparagraph A above. It is understood and agreed that the Board shall have the right to deduct the pro rata share of any applicable increase to be paid from the pay of each teacher.

10.54 DURATION OF COVERAGE.

1. The Board shall make insurance premium payments on behalf of each teacher to provide insurance coverage for a full twelve (12) months commencing October 1 and ending September 30, provided that each such teacher completes the full work year.
2. If a teacher shall not complete the full work year, the Board's obligation to contribute insurance premiums shall be reduced pro rata.

10.6 VERTICAL ADVANCEMENT ON SALARY SCHEDULE. Teachers who have completed at least ninety-one (91) days of teaching in any school year shall be given a year's experience credit for the purpose of advancement on the salary schedule.

ARTICLE 11

GENERAL PROVISIONS AND NEGOTIATIONS

11.1 SCOPE. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

11.2 RE-NEGOTIATION. The negotiation of a new Agreement shall begin upon the written request of either party made not more than one hundred-fifty (150) days prior to the expiration of this Agreement.

11.3 RULES. Negotiations shall be conducted in accordance with such rules and procedures as the parties may from time to time agree upon, except that all proceedings shall be closed to the public.

11.4 NEGOTIATORS. Neither party shall have any control over the selection of the negotiating representatives from within or outside the School District. However, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the parties shall be effective until it has been approved by both parties.

11.5 NOTICE. Any notice given pursuant to this Agreement shall be deemed to have been received five (5) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

President, Board of Education
Nottawa Community School District
26438 M-86
Sturgis, MI 49091

President, Nottawa Education Association
Nottawa Community School District
26438 M086
Sturgis, MI 49091

SMEA
180 E. Michigan Avenue
Three Rivers, MI 49093

11.6 DURATION OF AGREEMENT. This Agreement shall become effective as of August 16, 1988, and shall continue in effect until Midnight, August 15, 1991.

SCHEDULE A

NOTTAWA COMMUNITY SCHOOLS

Section 1. Basic Compensation Schedule: 1988-89*

<u>Step</u>	<u>Index</u>	<u>B.A.</u>	<u>Index</u>	<u>BA + 18</u>
1	1.00	\$ 15,805	1.05	\$ 16,595
2	1.04	16,437	1.09	17,227
3	1.08	17,069	1.13	17,860
4	1.12	17,702	1.17	18,492
5	1.16	18,334	1.21	19,124
6	1.20	18,966	1.25	19,756
7			1.30	20,547
8			1.35	21,337
9			1.40	22,127
10			1.45	22,917
11			1.50	23,708
12			1.55	24,498

Note: The Basic Compensation Schedule shall be retroactively applied to August 29, 1988.

* A teacher who has completed all requirements for a master's degree is eligible to receive an increase in compensation as set forth hereafter. Satisfactory proof of completion of such requirement shall be submitted to the Board not later than thirty (30) days after the beginning of either the school year or the second semester whichever is applicable.

Increases in compensation pursuant to this provision shall be as follows:

Full School Year: \$ 500

Second Semester: \$ 250

Section 2. Basic Compensation Schedule: 1989-90*

<u>Step</u>	<u>Index</u>	<u>B.A.</u>	<u>Index</u>	<u>BA + 18</u>
1	1.00	\$ 16,753	1.05	\$ 17,591
2	1.04	17,423	1.09	18,261
3	1.08	18,093	1.13	18,931
4	1.12	18,763	1.17	19,601
5	1.16	19,433	1.21	20,271
6	1.20	20,104	1.25	20,941
7			1.30	21,779
8			1.35	22,617
9			1.40	23,454
10			1.45	24,292
11			1.50	25,130
12			1.55	25,967

Section 3. Basic Compensation Schedule: 1990-91*

<u>Step</u>	<u>Index</u>	<u>B.A.</u>	<u>Index</u>	<u>BA + 18</u>
1	1.00	\$ 17,758	1.05	\$ 18,646
2	1.04	18,468	1.09	19,356
3	1.08	19,179	1.13	20,067
4	1.12	19,889	1.17	20,777
5	1.16	20,599	1.21	21,487
6	1.20	21,310	1.25	22,198
7			1.30	23,085
8			1.35	23,973
9			1.40	24,861
10			1.45	25,749
11			1.50	26,637
12			1.55	27,525

Section 4. Longevity Adjustment. Beginning with the 1988-89 contract year and each year thereafter, teachers who have reached Step 12 on the Basic Compensation Schedule and who will have completed 15 or more years of teaching in the School District by the end of the school year shall receive, in addition to Step 12 compensation, an annual longevity adjustment payment as follows:

<u>Contract Year</u>	<u>Longevity Adjustment</u>
1988-89	\$ 500
1989-90	\$ 600
1990-91	\$ 700

An eligible teacher shall receive the applicable longevity adjustment payment as part of the teacher's first paycheck in June beginning in June, 1989.

SCHEDULE B

EXTRA-DUTY COMPENSATION

Homebound Teacher	\$ 15.00 per hour
Performance Accompanist	12.00 per hour
Curriculum Committee	100.00 person
8th Grade Sponsor	200.00
Track Coach (Head)	200.00
Track Coach (Assistant)	100.00
G/T Director	100.00

SCHEDULE C

A. The 1989-90 school calendar shall be as set forth in the attached Exhibit 1. The 1990-91 school calendar will follow the same format.

B. Nothing in this Agreement requires the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When school is closed to students due to the above conditions, teachers shall not be required to report for duty and shall suffer no loss of pay or benefits. In the event school is closed due to inclement weather or other acts of God, the District shall utilize all inclement weather/act of God days as permitted by statute or regulation without loss of State Aid. If statute or regulation requires make up days to avoid loss of State Aid such make up days will be scheduled in the following order:

Day 1: March 6, 1989 (Winter Break Day) or equivalent day in successive years.

Day 2: March 24, 1989 (Good Friday) or equivalent day in successive years.

Day 3+: If one or more additional days are required to be made up, then the regular school calendar shall be extended thereby, provided that the last three (3) days of the amended calendar shall be one-half (1/2) days for students and full work days for teachers.

EXHIBIT 1

1989-1990 School Calendar

August 28	All Teachers Report
August 29	First Day of School Students Half Day, Staff Full Day
September 4	Labor Day - No School (Students and Staff)
September 19	Fair Day - No School (Students and Staff)
November 22	Students and Staff Half Day
November 23 & 24	Thanksgiving Recess - No School
December 25-January 5	Christmas Recess - No School
January 19	End of First Semester Students Half Day, Staff Full Day
February 19 & 20	Mid-Winter Break Days - No School
April 2-6	Spring Recess - No School
April 13	Good Friday - No School
May 24	No School
May 28	Memorial Day - No School
June 6 & 7	Students Half Day, Staff Full Day
June 8	Students and Staff Half Day

IN WITNESS WHEREOF the parties have caused this Settlement Agreement to be executed as of April _____, 1989.

SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION, MEA-NEA

NOTTAWA COMMUNITY SCHOOLS,
ST. JOSEPH COUNTY, MICHIGAN

By _____

By _____

Its _____

Its President

By _____

Its Secretary