

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NOTTAWA COMMUNITY SCHOOLS**

**and**

**SOUTHWESTERN MICHIGAN EDUCATION  
ASSOCIATION**

**August 16, 2012 through August 30, 2016**



## TABLE OF CONTENTS

<p><b>ARTICLE 1 - PURPOSE AND RECOGNITION.....1</b></p> <p style="padding-left: 20px;"><i>PURPOSE</i> .....1</p> <p style="padding-left: 20px;"><i>RECOGNITION</i> .....1</p> <p><b>ARTICLE 2 - CONTRACT INTERPRETATION AND ADMINISTRATION.....1</b></p> <p style="padding-left: 20px;"><i>DEFINITIONS</i>.....1</p> <p style="padding-left: 20px;"><i>GENERAL INTERPRETATION</i> .....1</p> <p><b>ARTICLE 3 - EMPLOYER RIGHTS .....2</b></p> <p><b>ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES .....2</b></p> <p style="padding-left: 20px;"><i>ASSOCIATION RIGHTS</i> .....2</p> <p style="padding-left: 20px;"><i>ASSOCIATION RESPONSIBILITIES</i>.....3</p> <p style="padding-left: 20px;"><i>ASSOCIATION DUES AND SERVICES</i>.....3</p> <p><b>ARTICLE 5 - TEACHER RIGHTS AND RESPONSIBILITIES .....4</b></p> <p style="padding-left: 20px;"><i>EVALUATION</i> .....4</p> <p style="padding-left: 20px;"><i>CITIZENSHIP RIGHTS</i>.....4</p> <p style="padding-left: 20px;"><i>COMPLAINT PROCEDURE</i>.....4</p> <p style="padding-left: 20px;"><i>PERSONNEL FILES</i>.....5</p> <p style="padding-left: 20px;"><i>PRIVACY RIGHTS</i>.....5</p> <p style="padding-left: 20px;"><i>PERFORMANCE OF PROFESSIONAL ASSIGNMENTS</i> .....5</p> <p style="padding-left: 20px;"><i>DISCIPLINARY ACTION</i>.....6</p> <p><b>ARTICLE 6 - PROFESSIONAL SERVICES .....6</b></p> <p style="padding-left: 20px;"><i>SCHOOL YEAR</i>.....6</p> <p style="padding-left: 20px;"><i>PROFESSIONAL DUTIES</i> .....6</p> <p style="padding-left: 20px;"><i>GENERAL PROCEDURE</i> .....6</p> <p style="padding-left: 20px;"><i>SPECIAL ASSIGNMENTS</i>.....7</p> <p style="padding-left: 20px;"><i>AIDE TIME ALLOCATION</i>.....7</p> <p><b>ARTICLE 7 - PROFESSIONAL GRIEVANCE PROCEDURE .....7</b></p> <p style="padding-left: 20px;"><i>LEVEL 1</i>.....7</p> <p style="padding-left: 20px;"><i>LEVEL 2</i>.....7</p> <p style="padding-left: 20px;"><i>LEVEL 3</i>.....7</p>	<p style="padding-left: 20px;"><i>LEVEL 4</i>.....7</p> <p style="padding-left: 20px;"><i>LEVEL 5</i>.....7</p> <p style="padding-left: 20px;"><i>EXCLUSIONS</i>.....8</p> <p style="padding-left: 20px;"><i>GENERAL PROCEDURES</i>.....8</p> <p><b>ARTICLE 8 - LEAVES.....8</b></p> <p style="padding-left: 20px;"><i>PAID LEAVES</i>.....8</p> <p style="padding-left: 20px;"><i>PERSONAL LEAVE</i> .....9</p> <p style="padding-left: 20px;"><i>PROFESSIONAL LEAVE</i>.....9</p> <p style="padding-left: 20px;"><i>FUNERAL LEAVE</i> .....9</p> <p style="padding-left: 20px;"><i>JURY DUTY</i>.....9</p> <p style="padding-left: 20px;"><i>DISABILITY LEAVE</i>.....9</p> <p style="padding-left: 20px;"><i>GENERAL LEAVE</i> .....10</p> <p style="padding-left: 20px;"><i>LEAVE ADMINISTRATION</i> .....10</p> <p><b>ARTICLE 9 - LAYOFF AND RECALL ..... 11</b></p> <p style="padding-left: 20px;"><i>DETERMINATION</i> .....11</p> <p style="padding-left: 20px;"><i>LAYOFF PROCEDURE</i> .....11</p> <p style="padding-left: 20px;"><i>RECALL PROCEDURE</i>.....11</p> <p style="padding-left: 20px;"><i>SENIORITY</i> .....11</p> <p style="padding-left: 20px;"><i>INTERPRETATION</i> .....12</p> <p><b>ARTICLE 10 - COMPENSATION AND BENEFITS..... 12</b></p> <p style="padding-left: 20px;"><i>COMPENSATION</i> .....12</p> <p style="padding-left: 20px;"><i>RETIREMENT</i> .....12</p> <p style="padding-left: 20px;"><i>DEDUCTIONS</i>.....12</p> <p style="padding-left: 20px;"><i>REIMBURSEMENT FOR TRAVEL EXPENSE</i> .....12</p> <p style="padding-left: 20px;"><i>INSURANCE BENEFITS</i> .....13</p> <p style="padding-left: 20px;"><i>VERTICAL ADVANCEMENT ON SALARY SCHEDULE</i> .....13</p> <p><b>ARTICLE 11 - GENERAL PROVISIONS AND NEGOTIATIONS..... 14</b></p> <p style="padding-left: 20px;"><i>SCOPE</i>.....14</p> <p style="padding-left: 20px;"><i>RE-NEGOTIATION</i> .....14</p> <p style="padding-left: 20px;"><i>RULES</i>.....14</p> <p style="padding-left: 20px;"><i>NEGOTIATORS</i>.....14</p> <p style="padding-left: 20px;"><i>NOTICE</i> .....14</p>
---	--

*DURATION OF AGREEMENT*.....15

**SCHEDULE A - SALARY SCHEDULE**.....16

*LONGEVITY ADJUSTMENT*.....16

**SCHEDULE B - EXTRA DUTY COMPENSATION** .....17

**SCHEDULE C - CALENDAR** .....18

**LETTER OF AGREEMENT - PROHIBITED SUBJECTS**..19

---

## **COLLECTIVE BARGAINING AGREEMENT**

---

This Agreement made on the date hereinafter set forth by and between NOTTAWA COMMUNITY SCHOOLS, acting by and through its 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 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, substitutes and all non-certified employees.

---

### **ARTICLE 2 - 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 provision 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 the 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 bargaining 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 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.

---

### **ARTICLE 4 - 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 him/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 (MPERS) 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.
- 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, MEFA tax sheltered annuities, 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 SERVICES.**
- 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 or nor discriminate against any teacher by reason of him/her joining or refusing to join the Association.

- 4.32 **FINANCIAL RESPONSIBILITY.** 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.
- 4.33 **EMPLOYEE AUTHORIZATION.** 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. 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.
- 4.34 **BOARD RESPONSIBILITY.** The Board shall deduct the authorized amount due from 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.
- 4.35 **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.

---

## **ARTICLE 5 - 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 the duties pursuant to Board policy.
- 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.
- 5.2 **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, unless the complaint is of a serious nature. If the complaint is not brought to the attention of the teacher by his/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, unless the complaint is of a serious nature. If the teacher receives discipline, he/she shall have the right to file a rebuttal, within ten (10) days, which shall be attached to the discipline 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.
- 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 his/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 credential 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 his/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 the material which the teacher claims to be erroneous be removed from his/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 his/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.
- 5.5 **PRIVACY RIGHTS.** Official personnel records shall not be released to a third party without written consent of the employee or pursuant to a lawfully issued subpoena. If a request is made, the Board shall promptly notify the employee.
- 5.6 **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.
- 5.61 **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 his/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.

5.7 **DISCIPLINARY ACTION.** Any disciplinary action against a teacher shall be taken in accordance with the Board of Education policy. The discipline shall include the specific violation and relevant background information.

5.71 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.

---

## **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.**

1. The teachers normal work day shall begin not later than 10 minutes before school begins and end 15 minutes after the close of school.

Student Contact: 7 hours and 15 minutes

2. 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, etc. 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.

3. All teachers shall be entitled to a duty-free lunch period consisting of a minimum of thirty (30) minutes.

6.22 **GENERAL PROFESSIONAL DUTIES.** Each teacher participates in faculty and curriculum meetings; parent-teacher and student-teacher conferences; open house, 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 four (4) hours per month unless prior approval has been obtained from the Association. Teachers will not be required to attend more than four (4) school functions per year.

6.3 **GENERAL PROCEDURE.** Board Policy shall address:

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. All teachers will be notified by mail of any vacancy that occurs during the summer months.
- 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.
- 6.5 **AIDE TIME ALLOCATION.** At the first meeting of a school year, the teachers and administrator(s) will consult with respect to the allocation of aide time and give particular attention to the needs of early elementary grades (K-3). Thereafter, if a need to adjust the aide schedule is perceived, either party may request a review of the earlier allocation and make appropriate adjustments, if necessary.

---

## **ARTICLE 7 - 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, he/she shall first discuss the alleged grievance with his/her principal either personally or accompanied by his/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 information 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 Five (5) 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/her 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/her 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 ten (10) 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 proceedings 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 arbitration shall be binding.

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

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

7.62 Layoff/recall; assignment placement; evaluation; prohibited subjects of bargaining.

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 to 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 forth (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 forth (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 (1/2) of the teacher's then current daily rate or daily rate of sub-pay, whichever is less. The aggregate amount due and owing the teacher shall be included in a separate 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) after the beginning of each work year.
- 8.2 **PERSONAL LEAVE.** A teacher shall be allowed up to two (2) days per year and two (2) additional days 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.
- 8.22 **PERSONAL LEAVE ADMINISTRATION.**
- 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 in-service opportunities to teachers, the Board will credit each teacher with two (2) days for professional leave at the beginning of each 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 the Principal at least one week in advance of his/her absence. These professional leave days shall be used a minimum of one-half (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, teacher 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, significant other, mother, father, brother, sister, child, grandparent or grandchild of the teacher or the teacher's spouse or significant other who resides with the employee. 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 with pay, less any fees paid exclusive of mileage allowances, for jury service, provided, however, that if the Board determines that the absence of the teacher will materially interfere with the work schedule, the Board, after consultation with an affected teacher, shall have the right to request that the teacher be excused or have such service rescheduled to a time which does not conflict with the discharge of the teacher's responsibilities. If a teacher is subpoenaed as a board witness, the teacher shall not suffer any loss of pay for work time lost thereby. The teacher shall return to the teacher's assigned duties whenever his attendance in court is not actually required.
- 8.6 **DISABILITY LEAVE.** A teacher who is or knows he/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 he/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 his/her duties; and
    - 3. The probable length of time, if any, during which the teacher will be disabled from performing his/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 his/her desire to be granted a leave as soon as the teacher is aware of his/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 per 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 his/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 he/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 he/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 he/she is otherwise certified and qualified, subject to the rights of other teachers pursuant to Article 9 of this Agreement.

---

## **ARTICLE 9 - 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 as set forth in Board policy:
- 9.21 The Board shall give not less than thirty (30) days' notice of layoff.
- 9.22 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 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.
- 9.32 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 his/her individual employment contract and any other employment relationship with the Board.
- 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 at the time of the preparation of the seniority list shall be listed in order of their employment dates, starting with the teacher with greatest amount of seniority at the top of the list. If two (2) or more teachers share 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 purposes 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 Schedule B.

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 student contact hours or days set forth in the School Calendar shall be entitled to a proportionate increase in compensation. Likewise, if the state should lower the requirement, compensation for such time would reflect the change.

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 employer 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 EXPENSE.** 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:**

The Board shall contribute Eighty Percent (80%) toward the medical portion of MESSA PAK A. Any costs greater than 80% shall be subject to payroll deduction.

**MESSA PAK A**

Health: Choices II	
\$200/400	Deductible In Network
\$400/800	Deductible Out of Network
\$10 OV	In Network
\$25/50	Urgent Care/ER
Rx	\$10/20
Delta Dental	50/50/50: 1,000
Vision	VSP 2
Life	\$10,000

The Board will pay, on behalf of each teacher electing MESSA PAK B, the applicable premium for the benefits below:

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

**Cash in Lieu:** Teachers not electing PAK A will receive Three Hundred Thirty-Three Dollars (\$333) per month for twelve (12) months in cash or annuity.

The Board will adopt an IRS Section 125 Salary Reduction Plan to meet IRS regulations at no cost to the teacher. The Board shall be the policyholder.

10.52 **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 prorated.

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 on or before April 1st of the year of 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 M-86  
Sturgis, MI 49091

SMEA  
4341 S. Westnedge Ave., Suite 1210  
Kalamazoo, MI 49008

11.6 **DURATION OF AGREEMENT.** This Agreement shall become effective as of August 16, 2012, and shall continue in effect until Midnight, August 30, 2016.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of October 14, 2013.

**SOUTHWESTERN MICHIGAN  
EDUCATION ASSOCIATION, MEA-NEA**

**NOTTAWA COMMUNITY SCHOOLS**

By: X, Chief Spokesperson

By: [Signature], President

By: [Signature], NEA President

By: [Signature], Secretary

By: [Signature], MEA  
By: Diane Langan, MEA Uniserv Director

By: [Signature]  
By: Marcia Griffin, Superintendent

---

**SCHEDULE A - SALARY SCHEDULE**

---

<b>SALARY SCHEDULE</b>			
<b>2012-2016</b>			
	<b>BA</b>	<b>BA+18</b>	<b>MA</b>
1	28,427	29,849	30,849
2	31,012	30,986	31,986
3	31,484	32,381	33,381
4	32,634	33,260	34,260
5	33,797	34,395	35,395
6	34,963	35,536	36,536
7		36,955	37,955
8		38,378	39,378
9		39,798	40,798
10		41,218	42,218
11		42,641	43,641
12		44,065	45,065

**LONGEVITY ADJUSTMENT:** Teachers who have reached Step 12 on the Basic Compensation Schedule and who 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 of \$1,200. An eligible teacher shall receive the applicable longevity adjustment payment in June in one lump sum to be paid separate from the bi-weekly payroll.

---

## **SCHEDULE B - EXTRA DUTY COMPENSATION**

---

### Extra Duty Hours

▪ Homebound Teacher	\$25.00/hour
▪ Kindergarten Testing	\$25.00/hour
▪ Extra Work Preapproved by the Superintendent	\$25.00/hour
▪ Tech	\$25.00/hour
▪ Kindergarten Round-up	\$25.00/hour
8 <sup>th</sup> Grade Sponsor	\$200.00
Quiz Bowl	\$200.00
Math-Meet	\$50.00
Clue Me In	\$50.00
Student Council	\$200.00 (To be divided by sponsors)
Mentoring	Year 1 \$600.00 Year 2 \$500.00 Year 3 \$300.00
Curriculum Committee	
Full time (8 meetings minimum)	\$150.00
Half time (4 meetings)	\$75.00
School Improvement Committee	\$150.00
School Improvement Chair	\$300.00

All extra duty compensation will be paid in one lump sum to be paid separate from the bi-weekly payroll in June.

## SCHEDULE C- CALENDAR

+ 175 student days  
 + 5 teacher days  
 = 180 paid days

Nottawa Community School  
2013-14 Calendar

JULY, 2013					AUGUST, 2013					SEPTEMBER, 2013					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
1	2	3	4	5					1	2	2	3	4	5	6
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13	
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20	
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27	
29	30	31			26	27	28	29	30	30					
					* 27, 28 PD Days					2 Labor Day - No School 3 First Day of School 1/2 day 12 open house					

OCTOBER, 2013					NOVEMBER, 2013					DECEMBER, 2013				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4					1	2	3	4	5	6
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
28	29	30	31		25	26	27	28	29	30	31			
4 Mid Term 7 Send Progress Reports Home					15 End of First Marking Period 26 1/2 day of School 25 Send Report Cards Home 27-29 Thanksgiving - No School					23 - 31 Winter Break - No School				

JANUARY, 2014					FEBRUARY, 2014					MARCH, 2014				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4	5	6	7	3	4	5	6	7
AC 6	7	8	9	10	10	11	12	13	14	10	11	12	13	14
13	14	15	16	17	17	18	19	20	21	17	18	19	20	21
20	21	22	23	24	24	25	26	27	28	24	25	26	27	28
27	28	29	30	31						31				
1 - 6 Winter Break - No School 17 Mid Term 20 Send Progress Reports Home					14 - 17 Mid Winter Break - No School 28 End of Second Marking Period					7 Send Report Cards Home				

APRIL, 2014					MAY, 2014					JUNE, 2014					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
	1	2	3	4					1	2	2	3	4	5	6
7	8	9	10	11	5	6	7	8	9	9	10	11	12	13	
14	15	16	17	18	12	13	14	15	16	16	17	18	19	20	
21	22	23	24	25	19	20	21	22	23	23	24	25	26	27	
28	29	30			26	27	28	29	30	30					
7 - 11 Spring Break - No School 18 Good Friday - No School 25 Mid Term 28 Send Progress Reports Home					26 Memorial Day - No School 29 Ascension Day - No School					6 - Last Day of School - Early Dismissal 6 Send Report Cards Home					

Staff Reports   
  Students Report or Last Day   
  No School   
  1/2 Day   
 T End of Trimester   
 TT End of Semester   
 Prof. Dev. Day

---

**LETTER OF AGREEMENT – PROHIBITED SUBJECTS**

---

Letter of Agreement

Between

Nottawa Community Schools

And the

Southwestern Michigan Education Association/Nottawa EA

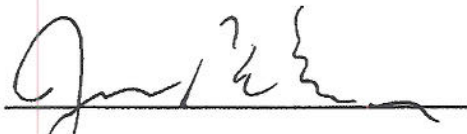
January 11, 2013

Re: 2011 Public Acts 100 – 103 and 2012 Public Act 53

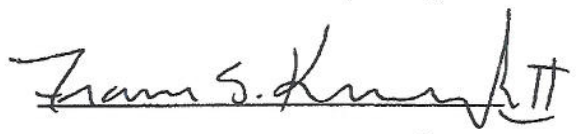
The Nottawa Community Schools and the Nottawa Education Association/MEA/NEA agree to the following:

Any/every contractual provision/working condition including compensation and/or benefit program provision covered under the Acts above as prohibited subjects of bargaining agree acknowledged as not enforceable under existing law. Should at any time these prohibited subject once again become enforceable under the master Agreement, they shall be recognized and again become a term or condition of employment and be part of the current collective bargaining agreement/working condition.

This Letter shall be incorporated in to the Master Agreement at the time of the next printing.



For the Board of Education/Date



For the Nottawa EA/Date *DR, MEA*

