

8/27/97

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE
PAW PAW SCHOOL DISTRICT

AND

VAN BUREN COUNTY EDUCATION ASSOCIATION/
PAW PAW EDUCATION ASSOCIATION/
MEA/NEA

Paw Paw Public Schools

1994-1997

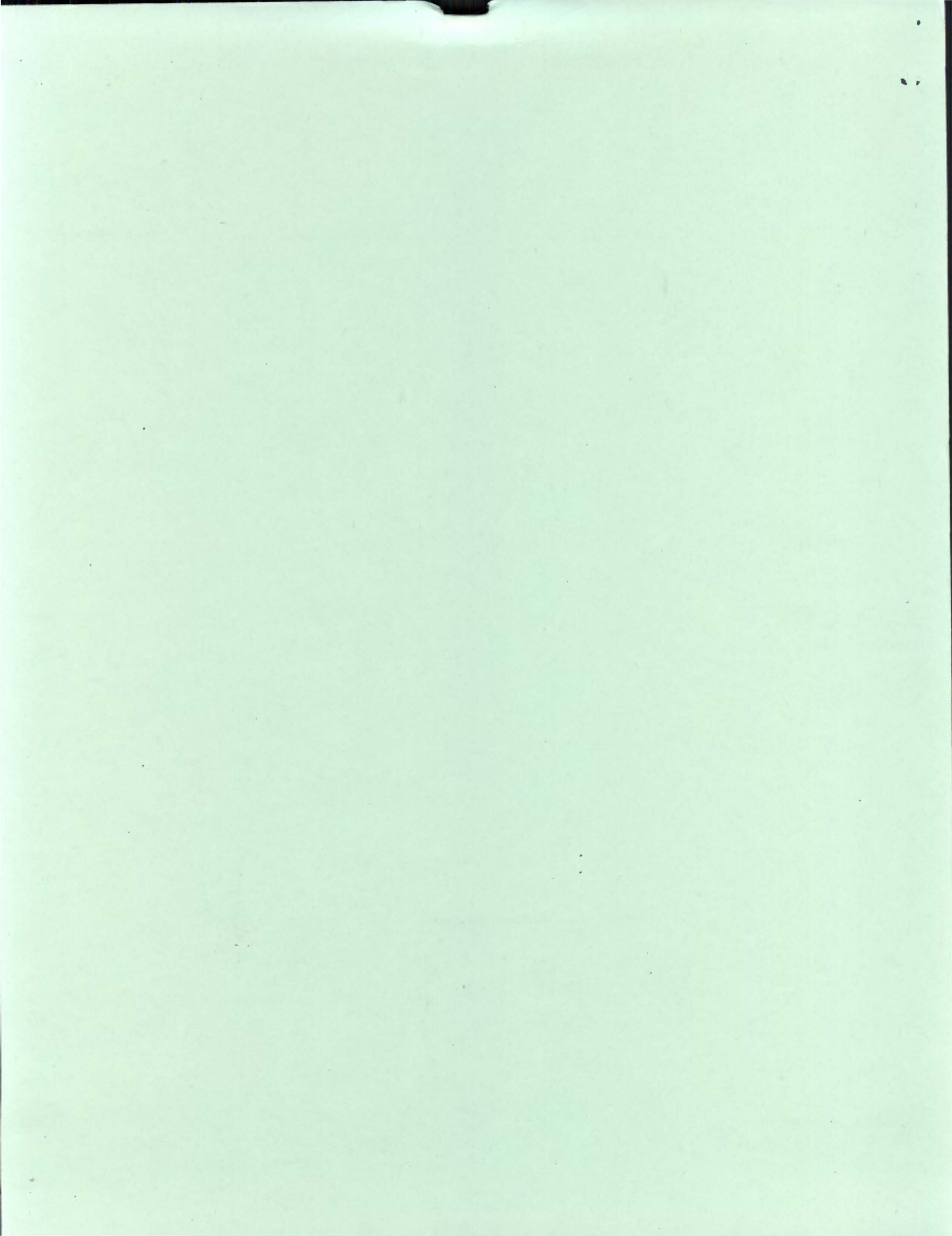
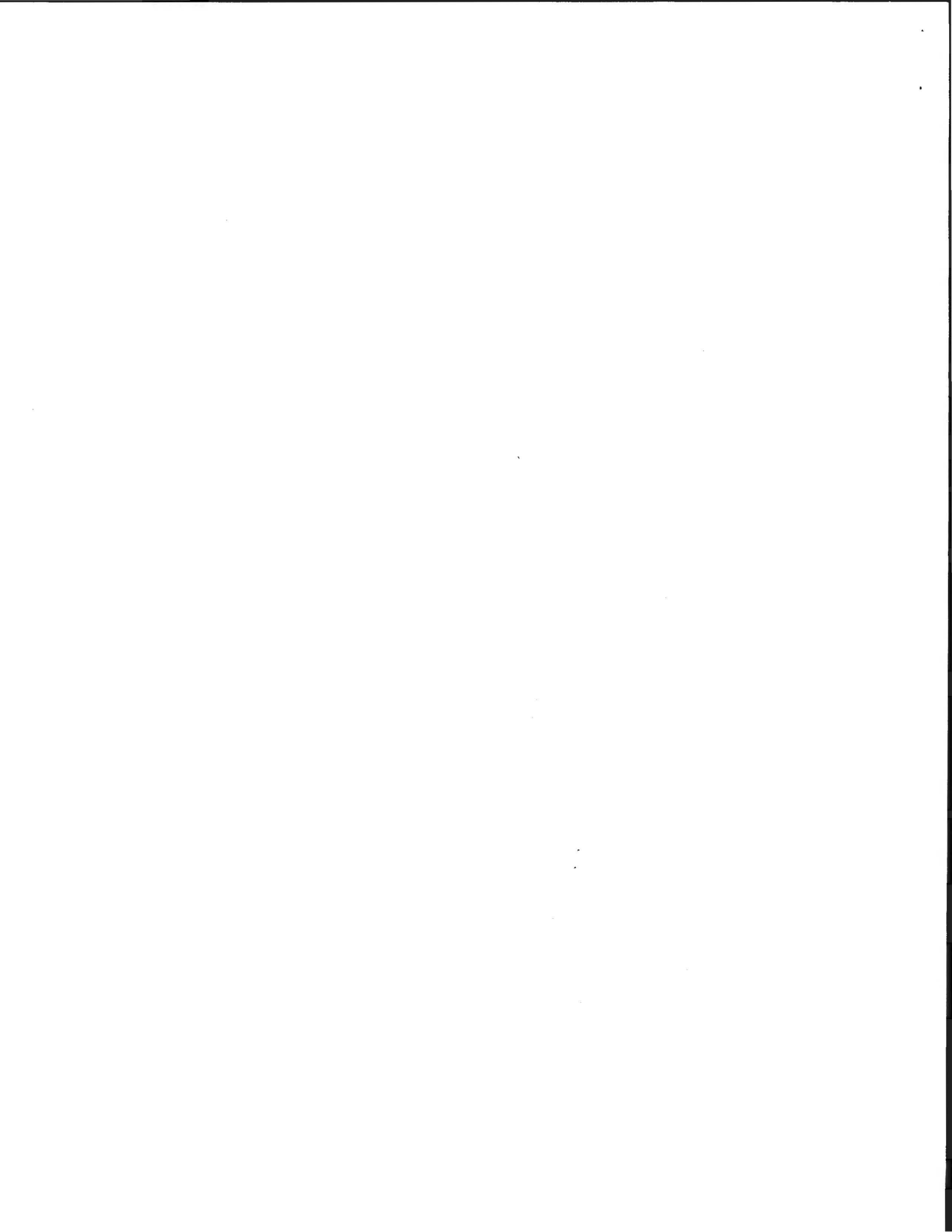


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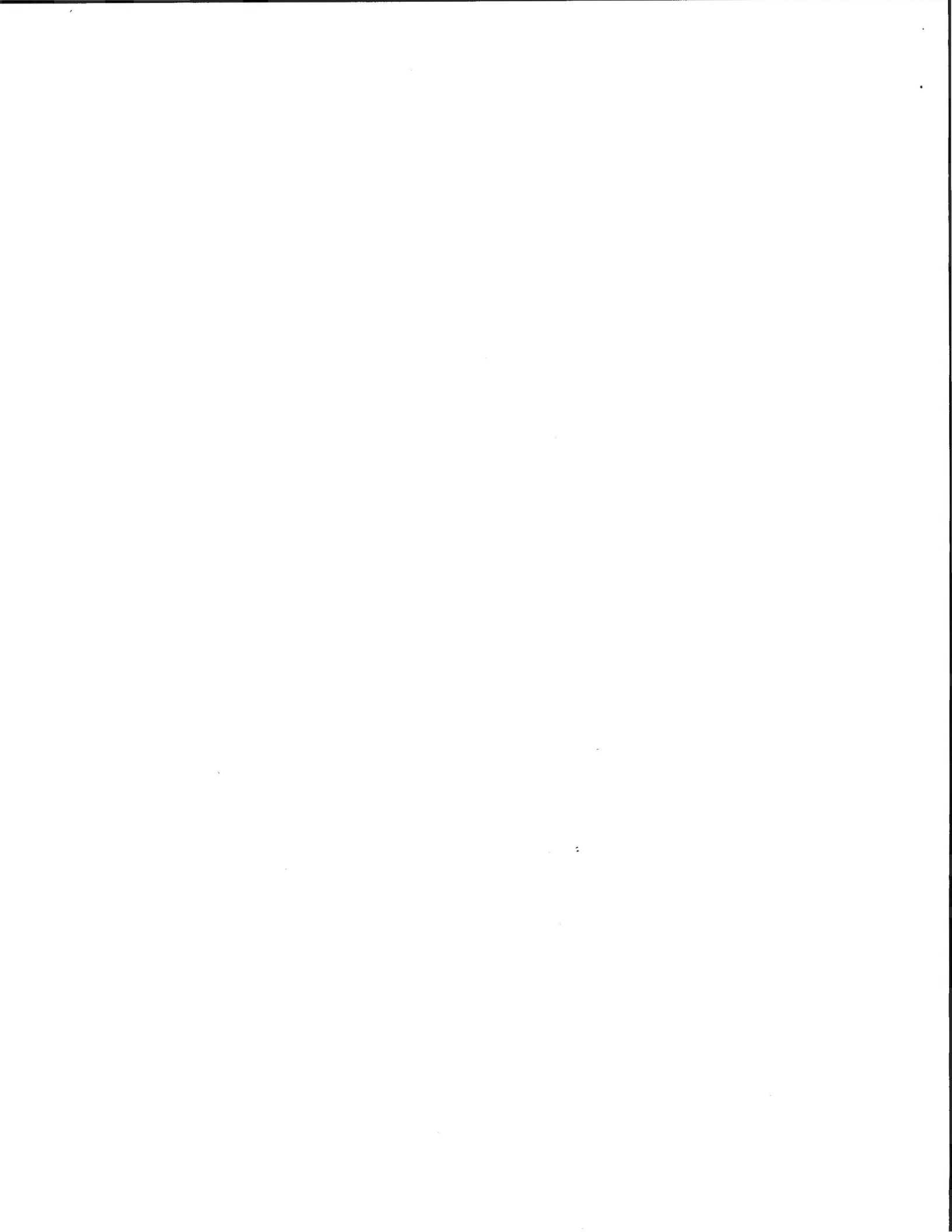
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AGREEMENT

PREAMBLE

WHEREAS, the general purpose of this Agreement is to set forth the basis for determining wages, hours and other conditions of employment which shall prevail for the duration of this Agreement. The Board and the Association declare that providing a quality education for the children in the Paw Paw Public School District is their mutual aim and intent and that the character of such education depends in large measure upon the quality of the teaching service and upon the Board's ability to acquire and retain a qualified staff, and it is further stated that the Board recognizes the value of input from the Association and its members in its deliberations toward reaching the decisions which are solely the Board's obligation and prerogative; and,

WHEREAS, the parties recognize their obligations to bargain with the VBCEA/PPEA pursuant to Act 379, Public Acts of the State of Michigan of 1965, as amended; on wages, hours and other conditions of employment.

BE IT, THEREFORE, RESOLVED that the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

THIS AGREEMENT made and entered into this 20th day of October, 1994, by and between the BOARD OF EDUCATION of the Paw Paw School District, Van Buren County, Michigan, hereinafter referred to as the "Board," and the VBCEA/PPEA/MEA/NEA, hereinafter referred to as the "Association."

ARTICLE I - RECOGNITION

Section 1: Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement for: all certified personnel and noncertified teachers as allowed under the State Department of Education Guidelines, either full or part time, of the Paw Paw School District, including classroom teachers, guidance counselors, librarians, reading teachers, special education teachers, but excluding all administrative and executive personnel, substitute teachers, adult education teachers, High School Completion teachers, enrichment program teachers, recreation program teachers, all persons employed under Schedule B who are not regularly employed as day time certificated teachers, and all other employees.

- (a) The Board further agrees that for the duration of this Agreement, or any extension hereof, it will not recognize

nor bargain with any entity other than the Association with respect to the compensation and working conditions of its teachers. The term "teacher" when used hereinafter refers to all employees represented by the Association in the bargaining unit as above defined.

- (b) When the words "teacher" and "certification" are used in the Master Agreement, it is understood that the "noncertified" teachers will be considered a regular teacher and be certified.

Section 2: The Board agrees it will not officially establish new positions without prior consultation with the Association.

Section 3: The Board and Association agree that a new position, similar to existing positions in the Association unit created during the life of this Agreement will be included in the Association's bargaining unit.

ARTICLE II - CONTINUITY OF OPERATIONS

Section 1: The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section I of the Public Employment Relations Act.

Section 2: The Board also agrees it will not, during the period of this Agreement, directly or indirectly, knowingly engage in or assist in any unfair labor practices as defined by Section X of the Public Employment Relations Act.

ARTICLE III - TEACHERS' RIGHT TO ORGANIZE AND SUPPORT THE ORGANIZATION

Section 1: Nothing contained in this Agreement shall be construed to deny or restrict to any teacher those rights he/she may have under other applicable Federal and State laws. All rights granted to teachers hereunder shall be determined to be in addition to those provided elsewhere.

Section 2: It is agreed by the Board and the Association that neither shall discriminate against any teacher because of race, color, creed, sex, nationality or age, or exercising those protected rights as defined by law as an Association member, officer or authorized representative of said Association, nor shall they discriminate against any teacher because of his/her exercising rights reserved to him/her under this Agreement.

Section 3: This agency shop provision shall become effective immediately upon ratification by the Association and shall apply to those teachers under contract who are members of the Association as of August 16, 1980, and all new teachers who are placed on the

contract since August 16, 1980. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties as required as set forth above shall, as a fee to the Association condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the unified Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided for under Section 5 of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Section 5, the Board shall notify the teacher of his/her termination at the expiration of the current semester during which he/she refuses to make such contributions and during which the Board is so notified.

Section 4: The sums deducted by the Board as a result of authorized deductions by employees will be forwarded to the Association by the fifteenth (15th) of the month following the month the deduction was made. This sum will be submitted along with a memo of transmittal showing employees' names and amounts deducted.

Section 5: From the first paycheck of each month (September-June) from those employees who so authorized by properly executed payroll deduction authorization cards, the contents of which comply with all Federal and State requirements, the Board agrees to deduct dues for the Association.

Section 6: Although the Employer will employ diligence in keeping the records and making such deductions, it will not be obligated for any errors which occur in deductions from the employees' pay as provided in this Article. When brought to its attention, corrections will be promptly made. It is further agreed that the Association agrees to indemnify and hold the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this Article.

- (a) In all proceedings at the School District level, the legal expenses incurred by the Employer in connection with the application of this provision shall not exceed expenses which are usual and customary in southwestern Michigan.
- (b) The Association is allowed to defend such action, at its own expense and through its own counsel.
- (c) The Board gives timely notice of such action to the Association.

- (d) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

ARTICLE IV - ASSOCIATION'S RIGHTS

Section 1: The Board agrees to make available to the Association in response to written requests all public information which is not equally available to the Association. In the event the Association requests require expenditure of time and funds to provide such information, the Association will reimburse the Board for all expenses if they are incurred in providing information other than that available as a matter of right to a citizen within the District.

Section 2: The Association will have the right to use school building facilities within the adopted policy of the Board as of the date of this Agreement. A bulletin board for the exclusive use of the Association shall be provided as of the date of this Agreement in each of the teachers' lounges.

Section 3: The Association will have the use of the inter-school mailing facilities for the distribution of official Association materials.

Section 4: The Board shall place on the agenda of each regular Board meeting as an item of consideration under "new Business" matters brought to its attention by the Association, so long as these matters are made known to the Superintendent's Office in writing signed by an Association officer five (5) days prior to the meeting. The Board will make a copy of the agenda available to the Association representative at the same time it is made available to the Board members and will mail a copy through the school mail to the Association president.

Section 5: Before adoption by the Board or administrative staff of any substantial change in regard to wages, hours or conditions of employment as defined in Act 379, Public Acts of 1965, the Board recognizes the right of the Association to request a conference between representatives of the Board and Association concerning the reasonableness thereof.

ARTICLE V - BOARD'S RIGHTS

Section 1: The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws as well as the terms and conditions of this Agreement. Such rights, duties, etc., shall

include, by way of illustration and not by way of limitation, the right to:

- (a) Manage and control its business, its equipment, and its operations and to direct the working force and affairs of the entire school system within the boundaries of the Paw Paw School District.
- (b) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- (c) Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
- (d) Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein.
- (e) The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of this Master Agreement.

Section 2: In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the valuation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority not specifically relinquished to the Association by this Agreement.

Section 3: The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE VI - NEGOTIATION PROCEDURES

Section 1: In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School.

District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and the Association. Each organization agrees that its negotiating team represents the respective organization and has authority to act in its behalf.

Section 2: If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation procedures of the State Labor Board or take any other lawful measures it may deem appropriate.

ARTICLE VII - EMPLOYMENT REQUIREMENTS

Section 1: No teacher shall be required to work more than seven and one-half (7 1/2) hours per day. (This time to include a duty free lunch period of no less time than students have for the particular school.) Said duty free lunch time shall be scheduled between the time the first student lunch period begins and the time the last student lunch period ends for that particular school.

- (a) The normal weekly teaching load for both middle school and senior high school shall conform to the requirements of the North Central Association of Secondary Schools. While the Board recognizes that the optimum teaching load consists of no more than three (3) preparations and two (2) stations, both parties acknowledge that situations may arise due to architectural limitations or extent of class offerings which will necessitate exceeding the above loads. In such case the matter shall be referred to the Communications Committee and the affected teacher in order to explore possible forms of relief.
- (b) All teachers in the secondary schools, grades 6-12, shall receive an equivalent of one (1) class period for planning time with a minimum of forty-five (45) consecutive minutes.
- (c) In elementary schools, physical education, music, art, library, recess or other similar curriculum time will be counted toward planning time. All full-time elementary teachers shall receive a minimum of an equivalent of 2.5 hours per week of planning time during the student day. [Art may be offered on an every-other-week basis at which such planning time will be calculated over a two (2) weeks period.] The District can provide for such planning time as it deems appropriate. It is agreed teachers will be free of student supervision during such planning time.
- (d) Elementary Planning Time: Beginning with the 1990-91 school year, the District commits to increasing the existing planning time by a minimum of ten (10) minutes

per day. Implementation to be planned by a committee of teachers and elementary principals.

- (e) Teachers will not be required to have lunchroom or playground supervision. However, the Association recognizes a need for supervision when elementary students are required to stay in the building due to climatic conditions.
 - 1) Breakfast Program - When students are required to stay in the building before the start of classes, they will be supervised by four (4) teachers. The teachers will supervise the students on a rotating basis. Paraprofessionals will also supervise the students.
 - 2) During Recess - When students are required to stay in the building during recess, they will be divided into two (2) groups and assigned to the A-P room for fifteen (15) minutes per group. These students will be supervised by two (2) teachers and two (2) aides. The teachers will supervise the students on a rotating basis. [Teachers will not be responsible for such supervision of students provided there are at least three (3) aides assigned to an elementary building.]
- (f) On days when no students are scheduled, teacher arrival time will be 8:00 a.m., one (1) hour for lunch and the work day will end at 3:30 p.m.
- (g) The regular work day for teachers shall be as follows:
 - K-5 will be 8:15 a.m. - 3:45 p.m.
 - 6-12 will be 7:45 a.m. - 3:15 p.m.
- (h) When an assembly takes place during a period of time where a teacher's students would normally be supervised by a "special" teacher, teacher's students shall normally be supervised during said assembly by such "special" teacher. If, during such circumstances, the teacher attends the assembly, the "special" teacher must take the affected students at a mutually-convenient time in order to "make up" the time lost to the classroom teacher as the result of the assembly.

Section 2: During the first week of each month, a time will be set aside for faculty meetings. Special faculty meetings may be called by the administration during the teachers' work day upon two (2) days prior notice of such meetings. In no event shall more than three (3) faculty meetings, (including special), be scheduled per month.

Section 3: At any time in any building if students are not required to be present because of physical breakdown or climatic conditions, teachers shall also be released without loss of pay. The parties recognize that current State law requires that "snow days" be made up pursuant to the laws, rules and regulations promulgated by the State. Teachers will be required to "make up all snow days" as required by the State. Teachers will be required to make up all the contract amount for days worked due to "snow day" make up days. All "make up days" shall occur as the result of the addition of such days to the end of the previously agreed upon school calendar.

Section 4: No teacher shall be assigned to committees by administration or Board without mutual consent.

Section 5: In developing in-service programs, the Board recognizes the importance of soliciting ideas and input from the teaching staff. Their input will be considered when planning in-service programs.

ARTICLE VIII - CLASS SIZE

Section 1: Because the pupil-teacher ratio is an important aspect of an effective educational program and classes which are beyond an optimum size, even if caused by financial conditions or building facility limitations, are not to be desired, the parties agree that:

- (a) The optimum number of students per classroom shall be as follows:
 - (1) K-3: 25
 - (2) 4-5: 26
 - (3) 6-8: 28
 - (4) Grades 7-12: Class sizes shall conform to North Central Standards.
 - (5) In skill subjects in grades 6-12, class size shall be limited to a number which allows for safe operation.
- (b) In the Black River and Cedar Street Schools, the Board agrees to provide ten (10) hours of aide time per week for in-classroom assistance of teachers. This time must be scheduled in advance with the building administrator who shall be permitted to assign time as he believes best if there is no request by teachers for that time. The assistance shall be at the rate of two (2) hours per day and shall be divided into one-half (1/2) hour blocks.

Section 2: In situations where individual classes exceed the optimum numbers set out in subsection (a) above, then the matter shall be referred to the Communications Committee and the affected teacher in order to explore forms of relief. If the class size issue is not resolved to the satisfaction of the teacher(s) involved, the teacher(s), with the Association's approval, may appeal the issue to the Superintendent. The Superintendent will conduct a hearing within fourteen (14) days. The Superintendent will give a response to the issue within five (5) days after the hearing.

If the teacher(s) is not satisfied with the Superintendent's response, the teacher(s), with the Association's approval, may appeal the issue to the Communications Committee of the Board of Education. The Communications Committee will conduct a hearing within fourteen (14) days and shall give a response within five (5) days after the next meeting of the Board of Education. The decision(s) afforded by the Building Communications Committee, the Superintendent and the Board shall not be subject to the grievance procedure.

ARTICLE IX - TEACHING CONDITIONS

Section 1: The Board shall engage adult aides in the elementary and middle schools to assist in the supervision of children on the playground and in the lunch room, do clerical work and to perform para-professional classroom duties. After assignment to classroom work by the building administrator, as required in Article VIII, Class Size, the aide shall do those para-professional duties as assigned by the teacher.

Section 2: The Board shall provide a faculty lounge and restroom in each school building for the use of school personnel.

Section 3: Telephone facilities shall be made available to teachers for their use for local calls or in-school calls only. Long distance calls must receive prior approval from the administration.

Section 4: Off-street parking facilities shall be made available to teachers for their use.

Section 5: Each teacher shall be issued a key to his/her individual classroom and to an outside door of his/her school. If the teacher fails to turn in these keys at the end of the year, a two (\$2.00) dollar charge shall be deducted from the teacher's pay.

ARTICLE X - ACADEMIC FREEDOM

Section 1: Refer to Board Policy #6140. Said policy will only be revised by mutual consent of both parties.

ARTICLE XI - PROFESSIONAL ASSIGNMENTS

Section 1: A vacancy shall be defined for purposes of this Contract as a situation where a teacher in a present position permanently leaves that assignment, necessitating the appointment of another person in his/her place or where a new position is created.

- (a) The parties recognize that the assignment vacated will not always be the assignment which is eventually posted. The assignment vacated may be filled by actions such as the granting of a request for a change in assignment(s) resulting from program change, or scheduling or an involuntary transfer.
- (b) The final vacancy will be posted. (I.e., a fifth grade teacher retires and that assignment is filled as a result of granting a previously filed assignment request by a second grade teacher. The resulting second grade assignment would thus be posted.)

Section 2: The Superintendent shall advise the Association of all vacancies and/or new openings during the school year, whether academic or extracurricular. When the Superintendent is made aware of a vacated assignment, and it is necessary to fill a resulting vacancy, the assignment shall be posted in each building and copies shall be given to the Association President and building ARs. All teachers shall have ten (10) school days to express their desire for such posted assignment by filing a response with the appropriate building principal. The response shall set forth the name and address of the teacher, the reasons for his/her request, and the applicant's qualification therefor.

Section 3: The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Board decides to fill the vacancy, it may be filled on a temporary basis for four (4) weeks. Following a maximum of such four (4) weeks, the Board shall fill the declared vacancy pursuant to the following: (This provision shall not apply to extra-pay assignments.)

- (a) Qualified and certified teachers on partial assignment who desire the assignment on the basis of seniority provided there aren't more senior teachers on lay off.
- (b) Recall of qualified and certified laid off teachers pursuant to the recall provisions.
- (c) Consideration of pending assignment requests. While such consideration might result in the movement of current staff, the District is under no obligation to make any

such re-assignments during a school year. If the Board fills the position on a temporary basis, the position or a resulting vacancy will be posted in the spring.

Section 4: The parties agree that it is in the best interest of all teachers and the District to make all tentative teaching assignments for the next school year as early as possible during the preceding spring. Every teacher will be asked to indicate on a form supplied by the District whether or not he/she intends to continue teaching in the District the following year. On the same form, all teachers shall be given the opportunity to file assignment requests for the next school year. Such assignment request shall set forth the name and address of the teacher, the reasons for the request, the building, grade or assignment sought and the applicant's qualifications therefor. The form must be submitted prior to the commencement of spring break. The assignment request may be discussed by the teacher with his/her building administrator.

Vacant assignments, for the following school year which are known to the District at least fourteen (14) days prior to the end of the school year, shall be posted in each building and supplied to the Association, President and the building ARs. All teachers shall have ten (10) school days to express their desire for such posted assignment(s) by filing a response with the Superintendent's office. The response shall set forth the name and address of the teacher, the reasons for the request, and the applicant's qualifications therefor.

For assignment openings that become available from thirteen (13) days prior to the end of school through the summer break, the District will post such vacancies in each building and send a copy of such posting to the Association President and the building ARs. Responses to such posting should be filed within ten (10) calendar days.

Responses to the posting set forth in this Section will be considered along with assignment requests previously filed with the District. Assignment request, may also be considered by the District through May 14 of the following school year unless revoked in writing by a teacher. When the District is filling a vacant assignment during the summer break, it shall make reasonable effort to contact the affected teacher prior to making the assignment.

Section 5: Both parties recognize the desirability of placing each teacher to the extent practicable, in an assignment which will most effectively use the teacher's skills and experience while providing for the present and future staff and curriculum needs of the District. Assignments shall be made by the District on the basis of the following criteria:

- (a) The teacher's seniority.

- (b) The certification, applicable academic preparation (including majors and minors), teaching experience, qualifications and performance evaluations of the applicants. If it is determined that the above criteria are equal as to those individuals seeking a particular assignment, the District shall place the most senior teacher in the preferred assignment.

If at the time that the District needs to fill a vacancy, it has on file an application of an outside applicant who is significantly better qualified to fill the vacancy, the District may hire the outside applicant.

At any time that the District fills a vacancy with a less senior internal applicant or an outside applicant, the District will have the responsibility of explaining its rationale to the Association upon request.

Section 6: Involuntary transfers shall be made by the District on the basis of the following criteria:

- (a) The Teacher's Seniority. When two (2) or more teachers are available for an involuntary transfer and it is determined that such individuals are equal as to the below criteria, the District will be obligated to involuntarily transfer the least senior teacher.
- (b) The certification, applicable academic preparation (including majors and minors), teaching experience, qualifications and performance evaluations of the applicants.

The Board shall not be arbitrary or capricious when making such transfers.

It is recognized that involuntary transfers may be necessary in the District and the reasons may include, but not be limited to, the following:

- (a) To fill position(s) in understaffed schools.
- (b) Due to over-staffed schools.
- (c) Due to new or revised programs requiring special skills.
- (d) Due to vacancies created by termination of employment.
- (e) Due to personality conflict.
- (f) When participation in the affected program has declined.

- (g) When the program has not met the expectation or need of the curriculum council.
- (h) When the affected teacher has not shown significant improvement in response to a plan of assistance program.

In all cases of involuntary transfers, the District must explain its rationale for such a decision to the affected teacher and the Association upon request.

Section 7: For assignments made pursuant to Section 5 and for involuntary transfers made pursuant to Section 6, if a teacher believes that the decision of the District is not justifiable, he/she may request an informal hearing with a panel of five (5) individuals. The panel shall be made up of two (2) representatives, appointed by the Association; two (2) representatives appointed by the District; and a fifth panel member mutually agreed upon by the four (4) other panel members. The fifth panel member shall not be an employee of the District but must be a resident of the District.

The informal panel hearing will be conducted as soon as possible. At such time, the teacher shall state he/she believes the decision of the District is unjustified. A representative of the District will explain the rationale for its decision.

After hearing the statement of both the teacher and the District's representatives, the five (5) member panel shall make a determination which shall be binding upon all parties.

For the purposes of application of the provisions of this Article, the parties have agreed to define the term "involuntary transfer," which gives the affected teacher the right to the informal hearing as outlined in this Section, as follows:

- (a) An elementary teacher shall be considered to be involuntarily transferred if his/her unrequested assignment involves movement of three (3) or more grade levels.
- (b) A secondary teacher shall be considered to be involuntarily transferred if his/her unrequested assignment involves a change in classes or subjects taught equal to or greater than 59%.
- (c) An elementary teacher in the specialty area shall be considered to be involuntarily transferred if his/her unrequested assignment involves a change of classes taught equal to or greater than 59%.

Section 8: Seniority shall be computed by the length of time a person has been employed by the Board in a position which requires

a teacher's certificate since the employee's most recent date of hire.

- (a) When two (2) or more teachers are hired on the same day, the reverse alphabetical order of their last name at the date of hire, shall be the determining factor for placement on the seniority list.
- (b) No person shall receive credit for days worked during the school fiscal year in excess of the number of teacher work days.
- (c) Deductions resulting from leaves without pay are established in Article XVIII, Section 5.
- (d) Subsequent to August 17, 1982, a teacher's date of hire shall be the first regular day of employment for such teacher. For a teacher hired during a break period, such as summer break, first day of hire shall be the first day that all teachers are scheduled to report following such break period. The parties to this agreement do not intend that this prospective definition of date of hire will have any effect on placement on the seniority list of those individuals hired prior to August 17, 1982.

ARTICLE XII - JOB SHARING

Section 1: In order to provide flexible scheduling, the concept of job sharing can be implemented by the District as deemed necessary and mutually agreed to by the teacher and the District.

Section 2: Written Notification: Teachers wishing to participate in job sharing shall make written application to the Superintendent not later than the last work day of teachers prior to the year of implementation.

Section 3: Approval: Approval for a job sharing situation may be granted by the Superintendent following consultation with the Building Principal and the affected teachers.

Section 4: Length of Appointment: Appointment to a job sharing position will be for one (1) year. The District reserves the right to cancel a job sharing position at the close of a school year. The employees involved in job sharing reserve the right to return to a full-time position following completion of the job sharing assignment.

Section 5: Compensation: The District will pay each teacher participating in a job sharing assignment one-half (1/2) of the participants' appropriate salary or said salary shall be prorated in accordance with the percentage of time worked if other than one-half (1/2.) All benefits under the Collective Bargaining Agreement

shall be prorated on the basis of time worked. Participants must agree to enroll for dental insurance with a resulting payroll deduction.

Section 6: Annual Increases: Teachers assigned to job sharing shall progress one (1) increment annually.

Section 7: Substitutes: In the event a job sharing participant voluntarily substitutes for his/her partner, the teacher shall receive the regular substitute rate of compensation.

Section 8: An individual who is participating in a job sharing assignment shall continue to be responsible for attendance at such things as staff meetings, in-service training, parent-teacher conferences and open houses. Such attendance and participation will not result in additional compensation.

ARTICLE XIII - REDUCTION OF PERSONNEL AND RECALL PROCEDURES

In the event it becomes necessary to reduce the number of teachers through layoff, or if a layoff is contemplated, the Association will be consulted and will be provided with all necessary data in order to monitor the procedure. The following procedure shall be applied using the criteria stated below whenever it becomes necessary to lay off employees due to a decrease in enrollment or in revenue.

Section 1: The service of probationary teachers shall first be discontinued, unless certain of the probationary teachers are teaching a grade level or a subject matter for which there are no qualified and certified tenured teachers to fill the needs of the School District. Probationary teachers shall be laid off on the basis of qualification, certification and seniority.

Section 2: Following the decisions as enumerated above relative to the lay off of probationary employees, tenured teachers will be laid off on the basis of qualifications, certification and seniority with the Paw Paw Public Schools. The parties agree that every effort will be made to continue to employ more senior teachers following a layoff provided that all remaining teachers are qualified as defined by this Agreement for the remaining positions available in the School District.

Section 3: For the purpose of layoff and recall, the term qualified shall be defined as follows:

- (a) Senior High - Teachers employed prior to August 26, 1982, shall be assigned within their major or minor areas and any other areas to which they have been assigned at the senior high school since August of 1977. Teachers hired after August 26, 1982, shall be considered qualified only

if they meet the then-applicable North Central standards for the positions to which they are assigned.

Teachers of Health and Safety must meet State requirements.

Teachers assigned to Journalism shall have a major in English included in which will be a minimum of five (5) hours in Journalism.

Teachers assigned to Drama shall have a major in Speech with a minimum of five (5) hours of Drama.

- (b) Grades 7 and 8 - Teachers assigned to grades 7 and 8 shall be assigned within their major or minor fields of study. In the event that a teacher has teaching experience in a given subject area in grades 7 and 8 with the Paw Paw Public Schools since August, 1977, but does not have a major or minor in that area, the teacher shall be deemed to be as qualified in that area as an individual who does have a major or minor.
- (c) Elementary Classroom - Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers.
- (d) Special Areas - Teachers assigned in the special elementary areas of art, music, and physical education shall be assigned on the basis of their major or minor field of study in the above-stated specialty areas.

In addition, the following standards shall apply:

<u>Special Area</u>	<u>Positions Affected</u>	<u>Standard</u>
Music	Instrumental Music	Major concentration in brass or woods as indicated on college transcript
	Vocal	Major concentration in vocal performance area as indicated on college transcript
Physical Education	Swimming	Water Safety I n s t r u c t o r . Certificate from Red Cross or YMCA as required by state regulations

Media All Positions Masters Degree in Library Science from American Library Association accredited Library school. Course work shall include courses in audio visuals and curriculum

Counseling All Positions Masters Degree in counseling

(e) Special Education - Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.

(f) For the purposes of this Article and all other references in this Agreement, a major shall consist of an official major as stated on a college or university transcript or shall consist of at least the equivalent of twenty-four (24) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject which are equivalent to a major. A minor shall consist of an official minor as stated on the college or university transcript or at least the equivalent of fifteen (15) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject which are equivalent to a minor.

(1) It is understood that a teacher with nine (9) semester hours in a given subject area will be considered qualified at the time of lay off and shall be given a summer session to achieve the aforementioned fifteen (15) semester hours. Extensions of the time limit for the fifteen (15) semester hour qualifications may be granted by the Board for good and sufficient reason. A teacher who does not achieve such fifteen (15) semester hours of credit can be laid off by the Board and replaced with a qualified teacher.

(2) When new qualification standards are developed by the Curriculum Council, they shall forward their recommendations to the Association and the Superintendent. Upon mutual agreement of the Association and the Superintendent, a Letter of

Agreement shall be developed setting forth the new standard.

Section 4: No teacher shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified of said lay off by July 1.

Section 5: Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service. This provision may be invoked only once by a teacher.

Section 6: Teachers subject to lay off for the following school year shall receive fringe benefits during the summer months.

Section 7: A laid off bargaining unit member may continue all insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the District if such payment is allowed by the provider of the insurance coverage.

Section 8: A laid off teacher shall, upon application, be granted priority status on the District's substitute teacher list for all areas in which the teacher is qualified.

Section 9: A teacher who is laid off shall be appointed to the first vacancy in the School District for which he/she is qualified and certified. Rehiring of laid off teachers shall be in order of seniority provided the employees are qualified and certified for the existing vacancy. Notwithstanding the above, the District is allowed to effectuate internal transfers amongst then internal staff members prior to any recall of a laid off teacher unless said transfer(s) causes laid off teachers to remain on lay off status.

Section 10: In the event that the District determines that it is necessary to lay off bargaining unit members, the District will request volunteers for such layoff. A teacher who volunteers for a layoff may be placed on the layoff list provided such action is mutually agreeable between the Board and the teachers. Thus, a teacher who volunteers to be laid off must be able to be replaced by a certified and qualified remaining staff member and the layoff of the volunteer must not negatively impact upon the curriculum offering in the District. A teacher who volunteers for a layoff and is granted such layoff will be treated as any other laid off teacher in regards to such things as recall, seniority and eligibility for unemployment insurance. Benefits accumulated prior to layoff shall be reinstated upon return to work.

Section 11: When the District has notified the Association that it is necessary to lay off members of the bargaining unit, the District will accept requests from staff members for a one (1) year voluntary unpaid leave of absence. Such leave would be granted in lieu of laying off a teacher and must be mutually agreeable between

the teacher and the Board. Upon the expiration of the leave, the teacher would be returned to a position for which the teacher is both certified and qualified. As a condition to the granting of such leave, the teacher would have to agree that he or she would not apply or accept unemployment benefits during the term of such leave. During such leave, the teacher will not accrue seniority; however, benefits accumulated prior to layoff shall be reinstated upon return to work. A teacher on a voluntary unpaid leave may pay the premiums for his/her health insurance to the District if such is allowed by the insurance carrier.

ARTICLE XIV - BUILDING ASSIGNMENTS

Section 1: Teachers who will be affected by a change in building assignment in the elementary school grades or by change in subject assignment in the secondary grades will be consulted and notified in writing as soon as is practical by their administrator and, whenever possible prior to June 1. Such changes will be voluntary to the extent possible.

Section 2: It is recognized and agreed by the Association and the Board that in all cases the assignment or reassignment of teachers is the responsibility of the Superintendent of Schools.

Section 3: A teacher shall give his/her consent prior to his/her assignment as a class or organization sponsor.

Section 4: Teachers shall not be assigned, except for emergency situations of short duration, outside the scope of their teaching certificates or areas of qualifications.

ARTICLE XV - SICK LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted to each tenure teacher at the start of the school year, and five (5) days of sick leave per semester with full pay shall be granted to each probationary teacher at the beginning of each semester of employment not to exceed ten (10) days in any one year, which may be used by teachers in case of necessary absence due to:

- (a) **Personal** illness of the teacher.
- (b) **Illness** of the teacher's immediate family, to include spouse, son, daughter, mother or father, which necessitates the teacher's presence. The purpose of this Section is to provide the teacher an opportunity to care for illness in the teacher's immediate family in case of emergency. Unless such illness is critical or serious, the teacher is expected to make arrangements for the care of a family member following the first twenty-four (24)

hours of such illness or, in extraordinary cases, as soon as practicable.

- (c) Female teachers may use sick leave for absence caused by physical incapacity during pregnancy and childbirth. The sick leave is not for child care. This does not apply to situations covered under Section 1(b) of this Article.

Section 2: Unused sick leave shall be allowed to accumulate for each teacher to a maximum of one hundred forty (140) days.

- (a) Teachers hired after the beginning of the school year shall be granted one (1) day sick leave for each eighteen (18) school days left in the school year from the time they are hired.
- (b) Teachers shall receive a confirmation of their accumulated sick leave days within sixty (60) calendar days after the start of the school year.

Section 3: The necessity for utilization of sick leave benefits shall be verified by an appropriate person when required by the Board. Falsification of such certification shall be cause for disciplinary action.

Section 4: The administration may require that a teacher who has been absent due to illness for a period in excess of five (5) teaching days present medical certification of his/her physical or mental fitness to continue working.

Section 5: When a teacher is absent as a result of an injury compensable under the Michigan Workers' Compensation Act, the District shall supplement said teacher's salary through the application of any sick leave benefit which said teacher has accrued for the purpose of bringing the teacher's compensation to the level of net earnings experienced by said teacher prior to his/her compensable injury.

Section 6: Certain teachers have chosen to participate in a short-term disability program, the cost of which is borne entirely by the teacher. A teacher who has such short-term disability program may utilize any of his/her accumulated sick days during the waiting period required by the short-term disability plan, and such teachers may choose to freeze their remaining accumulated sick days once such waiting period has been satisfied.

ARTICLE XVI - FUNERAL LEAVE

Section 1: A funeral leave shall be granted without loss of salary for a period not to exceed two (2) days to attend the funeral of a member of a teacher's immediate family, to include the teacher's

present spouse, son, daughter, father, mother, brother, sister and grandparents. Three (3) additional days may be taken for a funeral leave for the above-named relatives, such three (3) days to be deducted from the teacher's accumulated sick leave.

Section 2: A funeral leave to be deducted from accumulated sick leave shall be granted with pay for a period not to exceed five (5) days to attend the funeral of a teacher's brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparents-in-law.

Section 3: A funeral leave of one (1) day with pay shall be granted to attend the funeral of a teacher's close friend or relative or for his/her participation in a funeral. Additional days to attend such a funeral may be requested of the Superintendent of Schools. The Superintendent shall consider the teacher's relationship to the friend or relative and the amount of travel which would be required to attend the funeral. If the Superintendent grants the usage of additional days to attend the funeral of a friend or relative, such additional days will be deducted from the teacher's sick leave accumulation.

ARTICLE XVII - LEAVES WITH PAY NOT DEDUCTED FROM SICK LEAVE

Section 1: A teacher may be released, at the discretion of the administration, from regular duties without loss of salary for the purpose of participating in professional meetings, visitation of other schools or other education conferences.

Section 2: A teacher shall be released for compulsory attendance as a juror or in a work-related judicial proceedings provided that the compensation of the teacher for that period shall be modified so that the Board pays only the difference between regular salary and the amount received for such attendance. This provision shall not include proceedings in which the teacher is participating in a grievance or arbitration procedure in which the Board is a party or in litigation involving the Board or administration.

Section 3: Teachers currently employed in the Paw Paw Schools shall be granted two (2) days each school year with pay for personal leave in accordance with the following guidelines, namely:

- (a) This time shall not be used for recreational purposes, school visitations, shopping or job interviews; nor shall it be used the day prior or the day following a vacation period or holiday.
- (b) The teacher desiring to use his personal leave day shall file a notification form with his building administrator setting out the date on which this leave day will be taken. This notification shall be submitted no later than five (5) days prior to taking the personal leave day except in case of emergency. The teacher using the

personal leave day shall state in the notification that a personal leave day is being taken, and that the purpose therefor is not for any activity forbidden under the terms of this Article (see Exhibit A attached.)

Section 4: - If a teacher does not use one or both personal leave days during the school year: from the beginning day of employment to the last day of employment, the Board agrees to pay an amount not to exceed twenty (\$20.00) dollars for each full unused personal leave day. Each teacher shall have the option of converting his/her unused full personal leave day into an accumulated sick leave day. Each teacher who has one (1) or more full unused personal leave days should notify the School District's Business Office by the conclusion of the school year as to which option the teacher has chosen relative to such personal leave day.

ARTICLE XVIII - LEAVES WITHOUT PAY

Section 1: Any teacher whose personal injury or prolonged illness not covered by Workers' Compensation or some other benefit granted teachers under the terms of this Agreement, which extends beyond the period compensated in Article XV shall be granted a leave of absence for a period not to exceed one (1) year from the start of said leave. The Board may require medical certification of this incapacity by a doctor of its choice. The Board agrees to continue hospitalization, medical and long term disability benefits for the first ninety (90) days of said leave. Upon return from such leave, the teacher will return to his/her former position.

Section 2: Female teachers will be granted leave of up to one (1) year in case of pregnancy. This leave may be further extended at the discretion of the Board. The continuation of the teacher's employment during the pregnancy shall be based on medical certification of her fitness to continue her duties. From time to time she shall furnish the Board, if it requests, with a doctor's certification of her fitness to continue her employment. This leave shall start when the teacher is no longer able to provide the aforesaid medical certification. The Board agrees to continue hospitalization, medical and long term disability benefits for the first ninety (90) days of said leave. This leave shall terminate at such time as the teacher shall be certified by a doctor as physically able to return to work. The Board may request an examination for this purpose by a doctor of its choosing and at its own expense. Upon return from such leave, the teacher will return to her former position.

Section 3: Teachers who enter the military service by draft or enlistment shall be granted a leave of absence for that period and, at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and other applicable law then effective.

Section 4: Teachers granted leaves provided for in this Section shall, upon return to duty, receive credit during the period of such leave in determining their position on the salary schedule. Leaves of absence without pay may be granted at the discretion of the Board for the following additional purposes:

- (a) For advanced study, research, special teaching assignment or travel of probable advantage to the teacher and the school system. Requests for such leave will be reviewed by a Committee made up of two (2) administrators designated by the District and two (2) teachers designated by the Association. If such Committee believes that the request for leave is one of merit, it shall make a recommendation to the Superintendent whose decision shall be final. As a condition of the granting of such leave, the teacher would have to agree that he or she would not apply for or accept unemployment benefits during the term of such leave. The teacher's placement upon the expiration of such leave will be discussed prior to the time that such leave is granted and the parties may agree that the teacher shall return to a particular position.
- (b) For a period of not to exceed two (2) years of enlistment in the Peace Corps.

Section 5: Teachers on leave without pay shall be considered employees, but the time they are on leave in excess of thirty (30) work days in any one (1) school year shall not count toward their seniority accumulation. This provision became effective on February 21, 1983.

ARTICLE XIX - ASSOCIATION LEAVE

Section 1: At the beginning of every school year, the Association shall be credited ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. An additional five (5) days may be requested by the Association, and such approval shall be subject to the discretion of the Superintendent of Schools.* The Association agrees to notify the administration in writing no less than forty-eight (48) hours in advance of taking such leave when such notice is possible. The Board agrees to pay the teacher's regular salary. The Association agrees to pay the regular daily substitute rate for each day an Association member is on Association leave. No more than three (3) teachers at any one time shall be absent on Association leave.

*For the 1993-94 school year, the District has agreed that such five (5) days may be utilized by the Association without the advanced approval of the Superintendent.

ARTICLE XX - PROTECTION OF TEACHERS

Section 1: The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher bears the initial responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by the teacher shall be reasonable and just. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons. The Board and its representatives will take reasonable steps with respect to such pupils. Principals and teachers will work cooperatively in resolving discipline problems which disrupt school operations.

Section 2: The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.

Section 3: The complaint by a parent of a student directed toward a teacher shall be called to the teacher's attention. However, no disciplinary action or report of any kind shall be taken or made against a teacher unless such complaint has been brought to the teacher's attention within a period of five (5) school days after receipt of the complaint. In the event any of the above is placed in the teacher's file, the teacher will be given a carbon copy of the document, and the teacher will have the right of due process under Article XXV.

Section 4: Any case of assault upon a teacher in the course of his/her employment by a student shall be promptly reported to the Board or its designated representative. If the injury is of such nature as to make it compensable under the Workers' Compensation Act, and the teacher does provide medical certification of such incapacity, any time lost by the teacher will not be charged against his/her sick leave, and his/her salary shall continue during the time of incapacity up to a maximum of six (6) months. During this period the teacher will receive from the Board an amount of money which, when added to the weekly Workers' Compensation benefits to which he/she was entitled, would equal his/her normal teaching salary.

Section 5: A teacher shall have the right to defend himself/herself against physical attack by a student within the confines of the Michigan General School Laws. Furthermore, the Board will take appropriate action, including legal action, against said student. When requested in writing, the Board will advise the teacher of his/her rights and obligations with respect to such assault.

Section 6: A teacher, at his/her own request, shall be entitled to have present a representative of the Association when any reprimand or discipline is being exercised under this Agreement. When a request for such representative is made, no action shall be taken with respect to that teacher until such representative of the Association is present, provided said representative is available within a reasonable time, not to exceed three (3) school days. The Association and its members agree that this Section shall not be used to avoid or delay the receipt of any reprimand and/or discipline.

Section 7: No teacher shall be disciplined (including warnings, reprimands, suspensions) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration (with the exception of the provisions of Article XXV, Section 6.) When the discipline is reduced to writing, the specific grounds forming the basis for disciplinary actions will be made available to the teacher and the Association in writing upon request. It has been agreed by the parties that the term "just cause" means that that person imposing the discipline must have a just and proper reason to cause the action to be taken against the staff member.

ARTICLE XXI - TEACHER EVALUATION AND TENURE

Section 1: It is recognized by the parties that the Board has an established policy regarding tenure which shall govern the parties in the administration of these functions and responsibilities but shall not be a part of this Agreement.

Section 2: The Association recognizes the right and responsibility of the administrative staff to evaluate the performance of teachers. The Association also recognizes the right and responsibility of the administrative staff to visit classrooms for the purposes of evaluating and promoting the education program.

- (a) The Board and the Association agree that teacher evaluation shall be used constructively and cooperatively with the teacher to help him/her become more effective.
- (b) Probationary teachers shall be evaluated at least three (3) times during the school year:
 - (1) before two (2) months following the teacher's commencement of service
 - (2) before five (5) months after the teacher's commencement of service
 - (3) ninety (90) days prior to the end of the probationary school year

- (c) In the event the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing in the space provided on the classroom evaluation form (may be continued on sheet to be attached.) Such objections shall be registered within five (5) days. The evaluations shall be based upon valid criteria for evaluating professional growth. The evaluation form shall be a part of this Agreement as Exhibit B.
- (d) Each teacher shall, upon request, have the opportunity to review the contents of his/her own personnel file excluding confidential information (recommendations.) A representative of the Association may, at the teacher's written request, accompany the teacher in this review.
- (e) No later than March 15th of each probationary year a written evaluation report will be furnished to the Superintendent covering each probationary teacher. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing and provide a hearing when requested by the teacher.
- (f) Any evaluation shall be reduced to writing and a copy will be furnished to the teacher involved. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall within five (5) days have an opportunity to submit additional information to the evaluator which shall be attached to the evaluation.
- (g) When an evaluation shows less than satisfactory performance, the affected parties (the teacher being evaluated and the evaluating administrator) will draw up a written plan for improvement.
- (h) The evaluation instrument attached hereto as Exhibit B shall be used as the teacher evaluation form.

ARTICLE XXII - SUBSTITUTES

Section 1: The Board shall maintain a list of substitute teachers. Once a teacher has reported his/her intended absence to the administration, it shall be the responsibility of the administration to arrange for a substitute.

Section 2: A student teacher will not be used as a substitute, except in an emergency, and only then after conferring with the supervising teacher, principal and the student teacher coordinator. When used as a substitute, an attempt will be made to assign the teacher in his/her major or minor field.

Section 3: A regular teacher may be used as a substitute during his/her planning period only with his/her consent. When so employed, he/she shall receive compensation in the amount of one-sixth (1/6th) of his/her daily salary. This Section shall apply in like manner to school librarians and guidance counselors.

ARTICLE XXIII - PROFESSIONAL AND CURRICULUM COUNCIL

An integral part of curriculum improvement is a plan of action that provides for a continuous and systematic study of different subject matter disciplines. The plan involves establishing objectives, policies and criteria to guide curriculum improvement and is an ongoing process whereby curriculum and resources are evaluated on a regular basis.

The Curriculum Council, administration and staff of Paw Paw Public Schools recognizes the importance of updating curriculum by implementing a curriculum review plan. The plan provides a five-year cycle for the constant review and upgrading of curriculum and materials used in Pre K - Adult Education.

The Curriculum Council will be composed of one (1) teacher representative from each building, an elementary principal, a secondary principal and the Superintendent or his designee. One of the teacher representatives will chair the committee which will meet monthly during the school day.

Five (5) district committees representing the curricular disciplines will be accountable to the Council. The Committees will include at least one representative from each building and at least one administrator.

The specific duties of the Council and committee members are detailed in the Curriculum Council Plan and the remuneration is detailed in Schedule B of this Agreement.

The Board will continue to provide an amount equal to 0.6% of the teacher's total salary for professional development. However, if the financial situation in the District necessitates reductions in spending, it is realized that there may also be reductions in the amount of money provided for staff development.

ARTICLE XXIV - RETIREMENT

Section 1: Retirement will be under the provisions of the Michigan Public School Employees Retirement System.

ARTICLE XXV - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. The term "days" referred to in this

Article shall mean regular school days. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is possible.

Section 2: STEP ONE. In the event that a teacher or the Association believes there is a basis for a grievance, they shall first discuss the alleged grievance with the building principal or the designated representative, either personally or accompanied by his/her Association representative. The informal discussion shall take place within seven (7) days after the occurrence of the event, or when a grievant had knowledge or should have had knowledge of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner.

Section 3: STEP TWO. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher or Association shall invoke the formal grievance procedure through the Association on the form set forth in Exhibit C, signed by the grievant and a representative of the Association. A copy of the grievance shall be delivered to the principal. The grievance must be filed no later than seven (7) days after discussion with the principal or the designated representative. Within three (3) days of receipt of the grievance, the principal shall meet with the Association representative and the grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing with reasons for his/her response within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

Section 4: STEP THREE. If the grievance is not satisfactorily settled within three (3) days of such meeting or six (6) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent or his/her designated representative with a full statement as to why the position as recommended by the principal was not satisfactory. Within five (5) days the Superintendent or his/her designated representative shall meet with the grievant and the Association representative and shall indicate his/her disposition of the grievance in writing, with reasons, within three (3) days of such meeting and shall furnish a copy thereof to the Association and to each member of the Board of Education. Grievances submitted by the Association and those involving more than one school building shall begin by filing of the grievance within ten (10) days, at this step, after the occurrence of the event on which the grievance is based.

Section 5: STEP FOUR. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been

made within seven (7) days after the meeting with the Superintendent, an appeal may be filed in writing by the Association with the Secretary of the Board of Education within seven (7) days after the decision of the Superintendent is given or is required to be given if none is given. A Board committee appointed by the President of the Board shall meet to review such grievance and shall meet with the grievant and/or his/her representative, if so requested. This meeting shall take place prior to the next regular Board meeting or within two (2) calendar weeks, whichever shall be later. The Board committee shall make a recommendation to the entire Board. The disposition of said grievance shall be made by the Board in writing at its next regular meeting or no later than seven (7) days thereafter. A copy of such disposition shall be given to the teacher and the Association.

Section 6: STEP FIVE. If the grievance is not satisfactorily settled at Step Four, the grievance may be submitted to arbitration before the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. This submission shall be made within fifteen (15) days of receipt of the disposition in Step Four. The decision of the arbitrator shall be binding on both parties. The fees and expenses of such arbitrator shall be shared equally by the Board and the Association.

The arbitrator shall have no authority or power to add to, subtract from, disregard, alter, amend or modify in any manner any of the terms and provisions of this Agreement, nor shall he/she have any power to rule on the final evaluation, termination of services or failure to re-employ any probationary teacher, the placing of a non-tenure teacher on third year of probation, the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule or any claim or complaint alleging a violation of the teacher's civil rights or any matter subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended.)

The above-mentioned limitation does not preclude a teacher from submitting a dispute to arbitration that may also be submitted to a forum established by the Michigan Department of Labor (e.g., MERC; Wage and Hour.)

Section 7: The time indicated at each step of the proceedings under this Article shall be considered as maximum. The time of the proceedings may be extended, however, upon good cause as determined by mutual agreement of both parties. Such extension shall be in written form and signed by both parties. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. Whenever possible, a grievance shall be resolved prior to the end of the school year in which the grievance arose. In the

event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays, Monday through Friday, being as if they were school days in determining the time limits set forth.

Section 8: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours at a mutually agreeable time except for those at the informal level.

Section 9: A grievance may be withdrawn at any step without repercussions to the aggrieved teacher. Grievances which are not appealed within the time limits specified in the above procedure shall be considered to be withdrawn by the grievant and/or the Association. The claim that alleges that a meeting has not been properly held shall not be construed to automatically advance a grievance to arbitration. In these cases, a meeting must be held within ten (10) days from receipt of a letter from the Association requesting such a meeting.

Section 10: If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no formal written grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

Section 11: The Board agrees that all disciplinary actions will be based on the provisions of the Michigan Tenure Act.

ARTICLE XXVI - GENERAL PROVISIONS

Section 1: The Board shall assume the full cost for all physical and mental examinations it may require of teachers prior to and during employment.

Section 2: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 3: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All further individual teacher contracts shall be made expressly subject to the terms of this Agreement.

Section 4: Copies of this Agreement shall be prepared at the expense of the Board and one (1) copy presented without charge to each teacher now employed or hereafter employed by the Board. The Board shall also furnish ten (10) copies to the Association Executive Board.

Section 5: This Agreement supersedes and cancels all previous Agreements between the School District and the Association and constitutes the total understanding and commitments between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 6: Pronouns when used herein shall apply to the appropriate gender regardless of use within the individual Articles.

Section 7: The persons placed in the positions set out in Schedules B and C of Appendix A shall not be entitled to tenure therein.

Section 8: The calendar is a part of this Contract and is attached hereto as Appendix B.

Section 9: A building level communications committee may be established in each of the schools in the District and shall be composed of the Association representative and/or designee and the building principal and/or designee. Additional members may be added to this committee by mutual consent. The purpose of this committee shall be to discuss matters at the building level which are of mutual concern. This Section will not be used as a substitute for, nor is it meant to bypass, the grievance procedure.

Section 10: The Board and the Association agree to establish an Executive Council composed of Administrators and Association Representatives for the purpose of discussing and resolving issues of mutual interest.

The Executive Council will adhere to the following guidelines:

- A. Meet on a regular basis.

- B. Agenda items be shared in advance.
- C. The Administrators and Association Representatives will be responsible for obtaining input from their respective groups and informing them of the Executive Council actions.
- D. The Executive Council is not intended to replace the grievance procedure or other procedures set forth in the Master Agreement.

Section 11: The Board agrees to give consideration to teachers within the bargaining unit for extra duty paid positions provided they have applied and are qualified.

ARTICLE XXVII - DISTRICT-WIDE SCHOOL IMPROVEMENT PROGRAM

Section 1: The Association and the Board agree to cooperatively work together concerning the development and implementation of a District-wide School Improvement Program.

Section 2: Existing groups, such as the Curriculum Council, and newly formed groups may be utilized developing and implementing the above-mentioned programs.

Section 3: When the main school improvement committee at the building level is established, the Administration will appoint the teacher selected by the Association as one of the teacher representatives on such a committee. When the School Improvement District Coordination Committee is established, the Superintendent and Association President shall meet for purposes of designating one of the appointed teachers as the liaison to the Association.

Section 4: The Superintendent or his/her designee and the Association President or his/her designee shall meet monthly or as needed to discuss the school improvement planning and implementation.

Section 5: Both parties agree that if one or more of the recommendations of any of the aforementioned committees would result in a deviation from the Master Agreement, such a recommendation would need to be mutually agreed to by the parties prior to actual implementation.

Section 6: The parties will establish a committee of four (4) individuals who will be vested with the authority to analyze and make agreements regarding any and all recommendations which would constitute deviation from the Master Agreement. The Board will be represented by the Superintendent and another individual designated by the Superintendent; and the Association will be represented by the President of the Association and another individual designated by the President.

Section 7: This Article does not add to or take away from the Board's or the Association's rights under PERA.

ARTICLE XXVIII - DURATION

Section 1: This Agreement shall become effective as of the 27th day of August, 1994, and the terms and provisions thereof shall remain in full force and effect through the 27th day of August, 1997, and from year to year thereafter unless either party hereto shall notify the other in writing prior to April 15, 1997, or prior to April 15th of any subsequent renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the Village of Paw Paw, Michigan, on this 31 day of December 1994.

VBCEA/PPEA/MEA/NEA

PAW PAW BOARD OF EDUCATION

By: Harold Larsen 1/3/95
Date

By: Sheryl Japp 1-5-95
Date

By: Marek Ellsworth 1-6-95
Date

By: Tom Bantolor 1/5/95
Date

By: _____
Date

By: _____
Date

By: _____
Date

By: John B. ... 1-4-95
Date

APPENDIX A

SCHEDULE A

<u>Years of Experience</u>	<u>1994-1995</u>		
	<u>B.A.</u>	<u>M.A.</u>	<u>MA +30</u>
0.0	23,733	25,613	26,785
0.5	24,231	26,164	27,338
1.0	24,729	26,715	27,888
1.5	25,248	27,290	28,463
2.0	25,768	27,863	29,036
2.5	26,309	28,463	29,636
3.0	26,851	29,062	30,235
3.5	27,414	29,687	30,860
4.0	27,978	30,312	31,485
4.5	28,565	30,963	32,136
5.0	29,153	31,615	32,788
5.5	29,765	32,294	33,467
6.0	30,377	32,974	34,148
6.5	31,015	33,683	34,856
7.0	31,654	34,392	35,565
7.5	32,318	35,131	36,304
8.0	32,982	35,871	37,044
8.5	33,675	36,642	37,815
9.0	34,368	37,414	38,587
9.5	35,089	38,217	39,391
10.0	35,812	39,023	40,196
10.5	36,564	39,861	41,034
11.0	37,314	40,700	41,874
11.5		41,575	42,749
12.0		42,451	43,624

Section 1: Longevity. The following longevity steps are applicable to each teacher who has been employed in the District as a teacher for the years designated:

15 years	\$300 per year
20 years	2.25% of schedule
25 years	4.5% of schedule
27, 28, 29 and 30 years	6% of schedule*

(Schedule is defined as the top step of BA, MA or MA +30 that the teacher is on.)

Payment will commence at the beginning of the semester that the teacher enters his/ her fifteenth (15th), twentieth (20th), twenty-fifth (25th) or twenty-seventh (27th) years. (Approved leaves of absences shall not be deducted.)

*If an individual teacher is already at 28 years of service or above, that teacher will still be eligible for the next four (4) 6% longevity payments over the next four (4) years. This provision will automatically "sunset" at the end of the 1997-98 school year.

Section 2: Eligibility for MA +30

- a. Graduate semester hours and state approved CEUs must be earned after the teacher earns his/hr M.A. Degree. Effective June 1, 1990, graduate hours and CEUs must be related to the Paw Paw Curriculum, anticipated curriculum, general educationally related programs such as educational leadership or must have been approved by the Superintendent prior to registration. Also the teachers must have obtained a grade of "C" or better. Concerning the CEUs, the teachers must provide the District with a written verification that the teacher completed the CEU requirement.
- b. The requirements specified after the "Effective June 1, 1990" date in (a) above do not apply for graduate hours earned before 6/1/90.

Section 3: Movement to M.A. and M.A. +30 Schedules - Teachers must notify the Superintendent's Office on a form provided by the Board if they anticipate being eligible to move to the M.A. or M.A. +30 salary schedule by the following dates:

June 30 for the following semester
September 30 for the following second semester

Section 4: Provision will be made by the Board for payroll deductions for in-plant banking and credit union.

Section 5: In determining a teacher's position on the salary schedule, credit for prior teaching experience may be granted but not to exceed ten (10) years.

Section 6: The 1995-96 Compensation Improvement will be determined as follows:

- A. Increase in the Per Pupil Foundation Grant and Determining the Compensation Pool.

The 1995-96 per pupil foundation grant (PPFG) will be compared to the final 1994-95 per pupil foundation grant and the percentage increase will be determined.

If the PPFG increase is more than 4%, the compensation pool will be limited to 4% of the direct compensation base.

If the PPFG increase is less than 2.5%, the compensation pool will be determined by multiplying 2.5% by the direct compensation base.

If the PPFG increase is between 2.5% and 4%, the compensation pool will be determined by multiplying the same PPFG percentage increase by the direct compensation base.

- B. The PPFG percentage increase will be multiplied against the Paw Paw Education Association direct compensation base for the 1994-95 school year. The direct compensation base is defined as follows:

- * The Schedule A salaries including longevity
- * Schedules B and C
- * All MESSA health insurance premiums

This amount will create the compensation pool for 1995-96.

If the fund equity for 1994-95 exceeds \$500,000, 50% of the amount in excess of the \$500,000 will be added to the compensation pool. The fund equity is the amount reported on the State Form B report.

- C. The compensation pool will be adjusted and allocated in the following order:

1. Any percentage rate increase (decrease) in the Michigan Public Schools Retirement System (MPSERS) contribution between 1994-95 and 1995-96, multiplied by the PPEA cost of Schedules A, B & C for 1994-95, will be deducted (added) from the compensation pool.
2. Any percentage rate increase in the FICA contribution between 1994-95 and 1995-96, multiplied by the PPEA cost of Schedules A, B & C for 1994-95, will be deducted from the compensation pool.
3. Any premium increase (based on the premium percentage increase for 1995-96 minus 1.5%, multiplied by the total premium cost for 1993-94) in the MESSA Health insurance coverage provided to PPEA membership will be identified and will be deducted from the compensation pool.
4. After the above deductions have been made from the compensation pool, the new amount will be known as the adjusted compensation pool. The adjusted compensation pool amount will be applied to Schedules A, B & C on a uniform base. Schedules A (Steps), B & C will be increased by a percentage equal to the percentage obtained by dividing the adjusted compensation pool by the 1994-95 costs of Schedules A, B & C.

Section 7: The 1996-97 Compensation Improvement will be determined as follows:

- A. Increase in the Per Pupil Foundation Grant and Determining the Compensation Pool.

The 1996-97 per pupil foundation grant (PPFG) will be compared to the final 1995-96 per pupil foundation grant and the percentage increase will be determined.

If the PPFG increase is more than 4%, the compensation pool will be limited to 4% of the direct compensation base.

If the PPFG increase is less than 2.5%, the compensation pool will be determined by multiplying 2.5% by the direct compensation base.

If the PPFG increase is between 2.5% and 4%, the compensation pool will be determined by multiplying the same PPFG percentage increase by the direct compensation base.

- B. The PPFG percentage increase will be multiplied against the Paw Paw Education Association direct compensation base for the 1995-96 school year. The direct compensation base is defined as follows:

- * The Schedule A salaries including longevity
- * Schedules B & C
- * All MESSA health insurance premiums.

This amount will create the compensation pool for 1996-97.

If the fund equity for 1995-96 exceeds \$500,000, 50% of the amount in excess of the \$500,000 will be added to the compensation pool. The fund equity is the amount reported on the State Form B report.

- C. The compensation pool will be adjusted and allocated in the following order:

1. Any percentage rate increase (decrease) in the MPSERS contribution between 1995-96 and 1996-97, multiplied by the PPEA cost of Schedules A, B & C for 1995-96, will be deducted (added) from the compensation pool.
2. Any percentage rate increase in the FICA contribution between 1995-96 and 1996-97, multiplied by the PPEA cost of Schedules A, B & C for 1995-96, will be deducted from the compensation pool.
3. Any premium increase (based on the premium percentage increase for 1996-97 multiplied by the total premium cost

for 1995-96) in the MESSA Health insurance coverage provided to PPEA membership will be identified and will be deducted from the compensation pool.

4. After the above deductions have been made from the compensation pool, the new amount will be known as the adjusted compensation pool. The adjusted compensation pool amount will be applied to Schedules A, B & C on a uniform base. Schedules A (Steps), B & C will be increased by a percentage equal to the percentage obtained by dividing the adjusted compensation pool by the 1995-96 costs of Schedules A, B & C.

The parties have agreed that the Association shall designate an individual to work with the District's Business Manager for the purpose of monitoring the computation and application of the formula. The parties have agreed that the formula for the 1995-96 compensation increases and the 1996-97 compensation increases shall "sunset" upon the expiration of this Agreement.

APPENDIX A

SCHEDULE B

Extracurricular (Non-Coaching)
(Compensation for time spent in addition to
regular scheduled work day)

1994-95

Talent Development Committee Chairperson		\$ 721 yr.
Talent Development Committee Member		237 pers.
Annual Sponsor	High School	1834 yr.
	Middle School	772 yr.
Band Director	High School	1827 yr.
	Middle School	690 yr.
Camp Coordinator - 3 people		355 pers.
Camp Supervision - 6 people 2 1/2 days		358 pers.
Chaperons	*Classification #1	37.98 evt.
	**Classification #2	22.81 evt.
Cheerleading Sponsor	Freshman	456 yr.
	J.V.	845 yr.
	Varsity	909 yr.
	Middle School	538 yr.
Choral Director	High School	1123 yr.
	Middle School	718 yr.
Class Sponsors	Freshman (2)	185 pers.
	Sophomore (2)	185 pers.
	Junior (2)	622 pers.
	Senior (2)	305 pers.
Computer & Technology Committee Chairperson		721 yr.
Computer & Technology Committee Member		237 prs.
Curriculum Council Chairperson		412 yr.
Curriculum Council:		
K-12 Chr.	Development year	\$1,224 or 2 @ \$779
	Implementation year	889 or 2 @ 556
	Research evaluation	722 or 2 @ 445
	Analysis	722 or 2 @ 445
	Evaluation Research	722 or 2 @ 445
4 Bldg. Rep.	Development year	333 pers.
4 Bldg. Rep.	Implementation year	222 pers.
12 Bldg. Rep.	Research, Analysis, Eval- uation	222 pers.
4 Teacher Curriculum Coordinator Representatives		111

Debate Coach		323 yr.
Dramatics	High School	758 prod.
	Middle School	448 prod.
Drivers Education		17.04hr.
Forensics		339 yr.
Future Homemakers - America Spons		339 yr.
High School North Central		
Accreditation Chairperson		\$2000
Intramural - Boys/Girls	High School	676 sem.
	Middle School	718 sem.
Mentor Teacher		225 yr.
Pom Pon Sponsor		897 yr.
Summer School Teaching		19.29 hr.
School Newspaper Sponsor	High School	998 yr.
	Middle School	895 yr.
Student Council Sponsor	High School	1654 yr.
	Middle School	978 yr.

*Dances, class parties; any activity at which supervision of students is required.

**Bus supervision for athletic events.

Nothing contained herein shall guarantee that the above positions shall be filled nor prohibit the addition of additional personnel in any capacity.

The 1995-96 and 1996-97 Schedule B amounts will be increased by a percentage equal to the percentage increases of the 1995-96 and 1996-97 salary schedules in Schedule A.

APPENDIX A

SCHEDULE C

Coaching Salaries

1994-95

I. High School

Varsity Head Coaches

Baseball/Softball	\$1,875
Basketball	3,225
Cross Country	2,575
Football	3,225
Golf	1,684
Soccer	1,875
Tennis	1,684
Track	2,884
Volleyball	3,225
Wrestling	2,884

J.V. Coaches

Baseball/Softball	\$1,159
Basketball	2,151
Football	1,875
Volleyball	2,151

Assistant Coaches

Basketball (Freshman)	\$1,875
Football (Freshman)	1,875
Volleyball (Freshman)	1,875
Cross Country	1,074
Track	1,205
Wrestling	1,367

Game Managers

16.14/hr.

II. Middle School

Athletic Director

Athletic Director	1,937
Basketball, Boys/Girls	1,413
Tennis, Boys/Girls	786
Track, Boys/Girls	930
7th Grade Volleyball	1,000
8th Grade Volleyball	1,000
Wrestling	965

Nothing contained herein shall guarantee that the above positions shall be filled nor prohibit the addition of personnel in any capacity.

The 1995-96 and 1996-97 Schedule A amounts will be increased by a percentage equal to the percentage increases of the 1995-96 and 1996-97 salary schedules in Schedule A.

APPENDIX A

SCHEDULE D

Insurance

Section 1: MESSA Health Insurance: The Board will pay full premiums for MESSA Super Care I through August 30, 1997. The parties have agreed that they will mutually explore the possibility of a MESSA PAK in regard to the insurance coverages provided by this Agreement. If the parties agree to move to a MESSA PAK insurance option, such change will be made at the start of the 1995-96 coverage year. If such move generates savings to the School District sufficient enough to purchase vision insurance as designated by the Association, such vision insurance will also commence at the start of the 1995-96 coverage year. If the move to MESSA PAK insurance does not fund a new vision program, any costs associated with a move to a vision insurance program for the bargaining unit will be subtracted from the compensation pool as set forth in the parties' agreement for compensation increases for the 1995-96 school year. In such case, the Association has reserved the right to decide whether or not it wants such vision coverage; and if so, the Association shall designate the extent of such coverage and the provider of same.

- (a) Effective September 1, 1994, the Board will provide a payment of \$125 per month to any eligible bargaining unit member who does not take the hospital/medical insurance program. Such sum shall be used only to purchase insurance options as offered and approved by the Board. The parties have agreed that included in the list of approved options shall be the MEFSA tax deferred annuity plan. A teacher who participates in the MEFSA tax deferred annuity plan must file a statement which holds harmless the School District from any resulting teacher liability.
- (b) The Board will not be obligated to provide the health insurance coverage to an employee who has available to him/her an equivalent insurance program through another member of the employee's immediate family who is employed by the School District.
- (c) The Board will provide twelve and 50/100 (\$12.50) dollars per month to the single subscriber to be used for the purchase of insurance options as offered and approved by the Board.
- (d) Teachers who are employed part-time will receive a prorated subsidy.

- (e) All benefits, definitions, and terms shall be in accordance with the master policy between the Board and the insurance carrier.

Section 2:

- (a) Upon written application, the Board will continue to provide a group dental insurance program, Delta 80-80-80 (800) for all eligible teachers.
- (b) All benefits, definitions, and terms shall be in accordance with the master policy between the Board and the insurance carrier.

Section 3: Long Term Disability Insurance (L.T.D.)

- (a) The Board will provide a Long Term Disability Insurance Program for all eligible teachers through MESSA. The program will provide 50% of the teacher's monthly earnings (excluding extra pay schedules) subject to a maximum benefit of \$2,500 per month for a maximum period of payment to age sixty-five (65.)
- (b) All benefits, definitions, and terms shall be in accordance with the master policy between the Board and the insurance carrier.

PAW PAW PUBLIC SCHOOLS CALENDAR 1994-95

August 29, 1994	Teacher Orientation Day	No Students
August 30	First day	Students a.m. (K-12)
	Teacher In-Service p.m.	
September 5	Labor Day	No School
September 21	Teacher In-Service p.m.	Students a.m. (K-12)
September 28	Teacher In-Service p.m.	Students a.m. (K-12)
October 27	Teacher In-Service p.m.	Students a.m. (K-12)
November 9	Tchhrs. Conf. Prep. p.m.	Students a.m. (K-5)
November 15	Teacher In-Service p.m.	Students a.m. (K-5)
November 18	P/T Conf/In-Service	No Students (K-12)
November 24-25	Thanksgiving Vacation	No School
December 8	Teacher In-Service p.m.	Students a.m. (K-12)
Dec. 19 - Jan. 2	Christmas Vacation	No School
January 3	School Resumes	
January 10	Teachers In-Service p.m.	Students a.m. (K-12)
January 20	Records Day	No Students No School-Elem. Tchrs.
February 16	Teacher In-Service p.m.	Students a.m. (K-12)
February TBA	Teacher Conf. Prep. p.m.	Students a.m. (K-5)
February TBA	P/T Conf Middle School	
March 3	P/T Conf/In-Service	No Students (K-12)
April 3-7	Spring Break	No School
April 10	School Resumes	
April 14	No School	
April 28	Teacher In-Service p.m.	Students a.m. (K-12)
May 29	Memorial Day	No School
June 8	Next to Last Day	
	Elem. Students Early Release	
June 9	Last Day for Students	
	Elem. Students Early Release	
June 12	Last Day for Teachers	No Students

+This calendar includes a minimum of eight (8) half days scheduled by admin. & faculty for conferences or in-service.

*Fall & Spring conferences will be scheduled during the week indicated in a manner similar to past years unless otherwise agreed at the building level & approved by the Superintendent. During Fall & Spring conferences, elementary teachers also have the option of scheduling one (1) additional evening session that week or the succeeding week in lieu of half of Friday conf. week. Specific dates & times of conf. to be decided by adm. with input from teachers.

In this calendar, "No School" means no students & no teachers. "No students" means teachers only.

"Snow day" language is located in Article VII, Section 3, of the Agreement

EXHIBIT A

NOTIFICATION OF USAGE OF PERSONAL LEAVE DAY

Name: _____
Date leave to be taken: _____

I acknowledge that this Personal Leave Day is not being taken for any purpose prohibited by Article XVII, Section 3(a), of the Master Agreement.

Signed: _____
Date submitted: _____

Approval of building principal: _____
Date approved: _____

LETTER OF AGREEMENT

Between
Paw Paw Board of Education
and
VBCEA/Paw Paw Education Association, MEA-NEA

Re: Least Restrictive and Medically Fragile Students

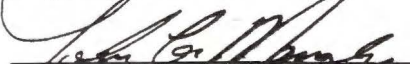
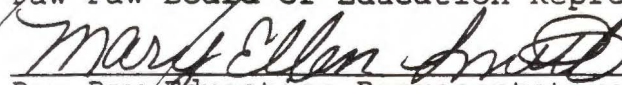

Upon signing of this Agreement, the District shall promptly meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept in the District, including Medically Fragile Students. Whether such planning has commenced or not, from the signing of this Agreement forward, whenever such planning activities occur, the District shall assure that the Association shall be consulted in any planning process involving the District.

In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modifications.

To facilitate such consultation, it is agreed that the Association will establish a standing committee on Special Needs as the need arises. The standing committee will meet with the Administration with regard to the current program and new programs relative to LRE and Medically Fragile Students under consideration by either the District or the I.S.D. Input will be sought in regard to all current and future programming.

All piloting and inclusive education shall continue to involve consultation with the Association and consultation with and training of the affected staff.

Such participation as outlined in the Letter of Agreement shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

 _____ Paw Paw Board of Education Representative	<u>1-4-95</u> Date
 _____ Paw Paw Education Representative	<u>1-6-95</u> Date
 _____ VBCEA Representative	<u>1/3/95</u> Date

LETTER OF AGREEMENT
LONGEVITY

At the time that the parties created the 25-year longevity step at 4.5% of schedule, it was agreed that no person currently eligible for such step shall receive less than \$1700 per year (the grandpersons those individuals who received the 25-year longevity step under the prior contract.)

John G. Plunk
Paw Paw Board of Education Representative

1-4-95
Date

Mary Ellen Smith
Paw Paw Education Representative

1-6-95
Date

Harold Larson
VBCEA Representative

1/3/95
Date

LETTER OF AGREEMENT
NORTH CENTRAL ACCREDITATION

During the course of negotiations, the parties agreed that the North Central Accreditation Chairperson would be compensated the sum of \$2,000 per year under Schedule B. The parties shall meet and confer prior to the close of the 1994-95 school year in regard to reopening discussions and in regard to the compensation for this position. The individual designated as the North Central Accreditation Chairperson during the 1994-95 school year will be required to maintain a log of his/her activity so as to assist the parties in regard to such reopener.

John C. Hawks
Paw Paw Board of Education Representative

1/4/95
Date

Mary Ellen Smith
Paw Paw Education Representative

1-6-95
Date

Harold Larsen
NBCEA Representative

1/3/95
Date

LETTER OF AGREEMENT
STUDENT CONTACT TIME

During the course of negotiations on this Agreement, the School District agreed to hire an additional art or music teacher at the elementary level. At the time of such agreement, the Association agreed to provide certain inclement weather supervision as set forth in Article VII, Section 1, Paragraph E.1. of the Agreement.

During said negotiations, the parties agreed that fifteen (15) minutes would be added to the student day commencing at the start of the 1995-96 school year.

If it is determined by the District that the State of Michigan Rules and Regulations require additional student contact time at the kindergarten level, the District and the Association shall meet immediately and confer in regard to how such additional student contact time will be scheduled.

In May of 1996, the parties shall meet and confer relative to whether or not it is necessary to add any additional student/teacher contact time for the 1996-97 school year so as to be in compliance with state law.

John G. Marshall 1-4-95
Paw Paw Board of Education Representative Date

Mary Ellen Smith 1-6-95
Paw Paw Education Representative Date

Harold Larnier 1/3/95
VBCEA Representative Date

LETTER OF AGREEMENT
FAMILY AND MEDICAL LEAVE ACT

The parties have agreed to refer this to a subcommittee of Association and Board representatives to make recommendations with final changes subject to the approval of the Board and Association.

John B. Plunk
Paw Paw Board of Education Representative

1-4-95
Date

Mary Ellen Smith
Paw Paw Education Representative

1-6-95
Date

Harold Larsen
VBCEA Representative

1/3/95
Date

LETTER OF AGREEMENT
CLASS SIZE

The principal and an association representative shall work together in developing a class schedule for special needs students.

John G. Marsh
Paw Paw Board of Education Representative

1-4-95
Date

Mary Ellen Smith
Paw Paw Education Representative

1-6-95
Date

Harold Larsen
VBCEA Representative

1/3/95
Date

LETTER OF AGREEMENT
TRAVELING TEACHER

The principals of each building involved with a traveling teacher shall include that traveling teacher in the preparation of the traveling teachers' schedule.

John G. March
Paw Paw Board of Education Representative

1-4-95
Date

Mary Ellen Smith
Paw Paw Education Representative

1-6-95
Date

Harold Lane
VBCEA Representative

1/3/95
Date

LETTER OF AGREEMENT
MENTOR TEACHER

1. The building principal and an association representative shall appoint a person who qualifies under Section 1526 of Public Act 335 of Public Act of 1993 as a mentor for each mentee. Any person so selected may decline to serve as a mentor. Bargaining unit members shall be given first consideration.
2. Every reasonable effort shall be made to match mentor teachers and mentee teachers who work in the same building and have the same area of certification.
3. Mentees shall only be assigned one (1) mentor teacher at a time.
4. The mentor teacher's assignment shall be for one (1) school year, subject to review by the administration. The appointment may be renewed in succeeding years.
5. Upon request, the administration may provide release time so the mentor may work with the mentee in his/her assignment during the regular work day. When possible, the mentor and mentee will be assigned a common preparation time.
6. Each mentor shall be compensated at the rate of \$225.00 each year for his/her services. The rate of compensation shall be reviewed by the parties at the end of each school year.
7. The mentor teacher shall not participate in the supervision or evaluation of the mentee. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee's evaluation.
8. In an effort to conserve District, state and/or federal professional development funds for the benefit of all staff, mentees shall utilize District-wide inservice funds in their first three (3) years.
9. This Letter of Agreement shall be reviewed by the parties at the end of each school year.

John C. [Signature]
Paw Paw Board of Education Representative

1-4-95
Date

Mary Ellen [Signature]
Paw Paw Education Representative

1-6-95
Date

Harold [Signature]
VBCEA Representative

1/3/95
Date

LETTER OF AGREEMENT
COMPENSATION - MENTOR TEACHERS


During the course of negotiations for the 1994-97 Agreement, the parties entered into a Letter of Agreement regarding mentor teachers. In paragraph 6 of such, it is indicated that mentors shall be compensated at a set rate for "his/her salary."

It is our understanding that this compensation shall be for all activities related to being a mentor teacher, including training. The parties recognize and agree that it is essential that the District notify potential mentors of the foreseeable time commitment involved in such responsibility prior to the time that a mentor volunteers for such responsibility.



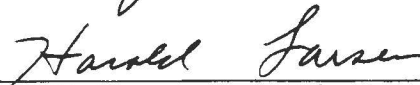
Paw Paw Board of Education Representative

1-4-95
Date



Paw Paw Education Representative

1-6-95
Date



VBCEA Representative

1/3/95
Date

LETTER OF AGREEMENT
CALENDAR

The parties have negotiated a calendar for the 1994-95 school year. The parties have agreed that in the Spring of 1995, they will negotiate the 1995-96 calendar and complete and post such calendar on or before May 1 of 1995. The parties have agreed that in the Spring of 1996, they will negotiate the 1996-97 calendar and complete and post such calendar on or before May 1 of 1996. These calendars will follow the format and contain the same number of student and teacher days as set forth in the 1994-95 calendar and follow the Van Buren County perpetual guidelines for the winter and spring breaks.

Further, the parties have agreed that if any school days are cancelled during final examinations at either the end of the first or second semester, the exam schedule shall be moved back and the teacher records day at the end of the first semester and the last teacher day at the end of the school year shall be rescheduled accordingly.

The parties have also agreed that if, during any year of this Agreement, it is necessary to make up more than five (5) days of school resulting from "snow days," the parties will meet and confer and explore the options available as to rescheduling those days at other times during the school year.

John C. Shank
Paw Paw Board of Education Representative

1-4-95
Date

Mary Ellen Smith
Paw Paw Education Representative

1-6-95
Date

Harold Lussen
VBCEA Representative

1/3/95
Date

This letter will stay in effect for 1994-95 and will be reviewed at the end of the 1994-95 school year.

September 16, 1993

MEMO TO: Paw Paw Schools Administration and Education Association
FROM: Jan Groenland
RE: Saturday School Supervision by High School Teachers

It is agreed upon by the teachers at Paw Paw High School and the administration that teachers will supervise Saturday School from 7:55 a.m. until 11:00 a.m.

1. There will be at least two (2) teachers present. The teachers will sign up in pairs on the Saturday of their choice.
2. To earn the full compensation teachers must work at least one Saturday school each semester.
3. It is agreed that compensation for the teachers will be half day release time in the fall and half day release time in the spring. The release will be stipulated in the teacher contract as half day work day.
4. A teacher choosing not to work Saturday supervision will work a normal half day (8:00 a.m. - 11:30 a.m.) on the half day designated by the teachers contract.
5. If a teacher takes the half day off and fails to work a Saturday school, a half day pay will be deducted from the first paycheck in June.
6. In the event that there is a lack of teacher support for this program or that it is agreed that the program isn't working, the administration has a right to return to teacher supervised I.S.S., In School Suspension.

CHECK ONE

- First-year Probationary
- Second-year Probationary
- Third-year Probationary
- Tenure

Name of School _____ Teacher _____

Grade or Subjects Taught _____ Date of Employment _____

Visit Made By _____

I. CLASSROOM EVALUATION FOR _____ (Date) _____ (Time)

Whenever any area is marked "needs improvement" the evaluator shall indicate in the comment section specific ways in which the teacher may improve his performance in that area, the extent of improvement needed, and the time that shall be allotted for this improvement.

A. SKILL IN TEACHING	SATISFACTORY	NEEDS IMPROVEMENT
1. Planning	_____	_____
2. Presentation	_____	_____
3. Control of situation (discipline)	_____	_____
4. Understanding of individual students	_____	_____
5. Makes provision for individual differences	_____	_____
6. Adaptability	_____	_____
7. Atmosphere of room	_____	_____

B. PUPIL-TEACHER RELATIONSHIPS	_____	_____
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II. EVALUATION AS MEMBER OF STAFF		
A. Serves on committees when asked	_____	_____
B. Hands in reports on time	_____	_____
C. Carries out officially assigned duties	_____	_____
D. Attends all required faculty meetings	_____	_____
E. Takes an active part in scheduled school functions	_____	_____
F. Willingness to work with parents and students	_____	_____

COMMENTS:

Teacher's Signature (Signature indicates you have received a copy)	Evaluator's Signature Date _____
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White Copy--Teacher Pink Copy--Superintendent Yellow Copy--Principal

GRIEVANCE REPORT FORM
PAW PAW EDUCATION ASSOCIATION/VBCEA
PAW PAW PUBLIC SCHOOLS

Grievance # _____ Date Filed _____

Name of Grievant _____ Building _____

Date Cause of Grievance Occurred _____

Statement of Grievance _____

Relief Sought _____

Signature of Grievant _____ Date _____ Signature _____ Date _____

STEP ONE

Date Informal Meeting with Principal Was Held _____

STEP TWO

Date Received by Principal _____

Disposition of Principal _____

Signature _____ Date _____

Position of Grievant/Association _____

Signature _____ Date _____

STEP THREE

Date Received by Superintendent _____

Disposition of Superintendent _____

Signature _____ Date _____

Position of Grievant/Association _____

Signature _____ Date _____

STEP FOUR

Date Received by Board of Education _____

Disposition of Board _____

Signature _____ Date _____

Position of Grievant/Association _____

Signature _____ Date _____

STEP FIVE

Date Submitted to Arbitrator _____

Disposition/Award of Arbitrator _____

Signature _____ Date _____

The settlement of grievances will be in accordance with
ARTICLE XXV - GRIEVANCE PROCEDURE of the AGREEMENT.

