

PLAINWELL
COMMUNITY SCHOOLS

AND

PLAINWELL
EDUCATION ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2011 TO JUNE 30, 2012

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ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1 Purpose. The general purpose of this Agreement is to promote orderly and peaceful relations between the Board and the professional employees for the mutual benefit of the public, the Board, the Association, and the employees.
- 1.2 Recognition. The Board recognizes the Association as the sole and exclusive collective bargaining representative for all K-12 employees.
- 1.3 Definitions.
- 1.31 Association means the Plainwell Education Association.
- 1.32 Day shall mean all days except Saturday, Sunday, school holidays and scheduled employee vacations, unless the context clearly otherwise requires.
- 1.33 Emergency as used herein means a sudden or unforeseen occurrence or condition that calls for immediate action.
- 1.34 Part-Time Employee means an employee regularly employed under contract for less than a full work week or full work day, or for less than a full school year. The fringe and leave benefits of a part-time employee shall be proportionately reduced.
- 1.35 Party means the Board or the Association.
- 1.36 Employee shall mean all full-time and regularly scheduled part-time school psychologists, social workers, speech pathologists, occupational therapist(s) and certified persons employed by the Board for K-12 for the regular school term except:
- A. Temporary employees and employees' aides.
 - B. Supervisory and administrative personnel, including but not limited to, the Superintendent, Assistant Superintendent, Business Manager, Principals and Assistant Principals, Guidance Counselor Director, Athletic Director, Community Education personnel, and all other certified employees who devote more than fifty (50%) percent of their time to administrative assignments.
- 1.37 Temporary Employee means a person who is certified and qualified to serve as a replacement for a regularly employed employee on either a day-to-day basis and/or for one (1) semester or less during a school year.
- 1.4 General Interpretation.
- 1.41 Captions. Captions are included only for convenience of reference and shall not modify in any way the provisions herein.

- 1.42 Interpretation. The Board has the final responsibility for the direction and control of all aspects of the affairs of the School District and this Agreement shall be so applied and interpreted. Whenever possible each provision shall be interpreted in such manner as to be effective and valid under applicable state or federal law, but if any provision shall be prohibited by or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 1.43 Policies. Nothing in this agreement shall limit the right of the Board to adopt policies, initiate programs and enter into agreements with employees or others that are not contrary to the terms of this Agreement. The Board shall consult the Association prior to the adoption of any policy made pursuant to this agreement and shall furnish the Association a copy of any such policy thereafter adopted by it, including any amendments thereto.
- 1.44 Schedule Modification. The Board may alter the work schedule to the extent the Board determines necessary to comply with applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Board after consultation with the Association.
- 1.45 Subordination. Any individual contract or letter of agreement between the Board and an employee for the performance of duties that are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- 1.46 Non Discrimination. The Employer agrees that it will in no way discriminate against or between any employee covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.

ARTICLE 2

ASSOCIATION RIGHTS

- 2.1 Association Rights. The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
- 2.11 The use of the school buildings at reasonable hours for meetings, provided that no such use shall interfere with the primary educational use of the facilities.
 - 2.12 The use of employee mail boxes, e-mail and a designated bulletin board in each building for the purpose of giving notice of meetings, elections, the results of elections and related matters.
 - 2.13 The use of school equipment, including computers, duplicating equipment, and multimedia equipment, provided that it shall pay the reasonable costs of all materials and supplies used and for damage to any equipment, and provided further that such use shall not interfere with its primary educational use.
 - 2.14 Information concerning the financial resources, budgetary requirements and such information as may be necessary for collective bargaining with respect to wages, hours and other terms and conditions of employment.
 - 2.15 The Board shall furnish the Association with the name of each new employee employed for the contract year. The information shall be furnished on or before the fifteenth (15) school day following the date of employment.
 - 2.16 The Association shall be granted, upon request, up to six (6) Association leave days for the purpose of permitting designated bargaining unit members to participate in Association Activities. The request shall be signed by the Association President and shall be submitted to the Superintendent at least five (5) days prior to the requested leave date. The Association agrees to reimburse the Board for the cost of any necessary substitute employees employed as a direct result of this provision, such cost to be based on the current non-permanent substitute employee rate and the retirement contribution for the employee's association day.
- 2.2 Association Responsibilities. The Association, having been recognized as the exclusive bargaining agent for the employees, agrees that:
- 2.21 It will give reasonable notice of all meetings, the right of free expression and the right to a secret ballot.
 - 2.22 It will make every reasonable effort not to permit or allow the employees or any state or national association to cause any slowdown, deviation from the teaching schedule, or other device, of any nature whatsoever, designed to be used as a means of coercing the Board to accept any demands or adjust any grievances relating to wages, hours or any other terms and conditions of employment.
 - 2.23 It will use its best efforts to correct breaches of professional performance or conduct, including but not limited to failure to maintain satisfactory teaching standards, willful insubordination, abuse of leave privileges and chronic tardiness or absenteeism.

2.24 It will promptly notify the Board in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

2.3 Agency Shop.

- 2.31 Association Membership. Membership in the Association is not compulsory. Employees have the right to join or not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee by reason of his/her joining or refusing to join the Association.
- 2.32 Financial Responsibility. Membership in the Association is separate and distinct from the assumption by an employee of his/her equal obligation to compensate the Association for the benefits he/she receives from representation. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the employees in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each employee in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.
- 2.33 Agency Service Fee. Each employee who is not a member of the Association shall pay to the Association an agency service fee. The fee shall be determined by the Association and shall be equivalent to each member's proportionate share of the cost of negotiating and administering the Collective Bargaining Agreement but in no event shall it be more than the dues paid by the Association member. If during the term of this Agreement, it should be determined by a court of competent jurisdiction that the foregoing amount is unlawful; the amount shall be modified to such amount as shall be lawful. This provision shall not apply to employees who were not members prior to June 30, 1970.
- 2.34 Deduction of Dues. An employee may pay membership dues, or the agency service fee, as the case may be, through payroll deduction or may terminate an authorization previously given by submitting a written authorization or termination request to the Board within forty-five (45) calendar days following the beginning of the school year or the date of employment, whichever is later. Employee's authorization for the deduction of Association dues, or for the payment of the agency service fee, shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and be signed by such employee. The Board shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the Treasurer of the Association each month together with a listing of each employee for whom deductions were made. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies within twenty (20) days.
- 2.35 After a service fee payer has utilized the Association's Administrative Procedures, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures", the procedure in all cases of non-payment of the appropriate service fee shall be as follows:

1. The Association shall notify the employee of non-compliance by certified mail, return receipt requested, explaining that he/she is delinquent in not tendering the service fee, specifying the current amount of the delinquency and warning him/her that unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days of the Association's notification to the employee, he/she shall be reported to the Board, and a deduction of the service fee shall be made from his/her salary.
2. If the employee fails to comply, the Association shall give a copy of the letter sent to the delinquent employee and the following written notice to the Board at the end of the fourteen (14) day period.
The Association certifies that (name) has failed to tender the periodic service fee required as a condition of employment under this Agreement and demands that under the terms of this Agreement, the Board deduct the delinquent service fees from the employee's salary. The Association certifies that the amount of the service fee includes only those items authorized by law.
3. The Board, upon receipt of said notice and request for deduction, shall act pursuant to Section 2.34 above. In the event of compliance at any time prior to deduction, the request for deduction will be withdrawn. The Association, in enforcing this provision, agrees not to discriminate between employees.

2.36 The Association shall indemnify and hold harmless the school district and its employees and agents for any and all damages, costs or expenditures in applying dues deduction. The Association shall reimburse the District for the administrative costs of collecting political action contributions.

2.4 Non-Discrimination. The Association agrees that it will not discriminate against any employee in the bargaining unit by reason of sex, race, religion, marital status, age or national origin and that any employee who has paid an agency service fee shall be entitled to participate in all of the activities of the Association relating to the negotiation and administration of the Collective Bargaining Agreement.

ARTICLE 3

RIGHTS OF THE BOARD

The Board on its own behalf and on behalf of the public, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities;
- B. To hire all employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. It is expressly understood that teachers, as professionals, have the latitude to create the lessons and activities to meet the objectives in the curriculum documents.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE 4

PROFESSIONAL DUTIES

- 4.1 Contract Period. The contract period shall be as provided in the School Calendar for the contract year. The term of the School Calendar may be extended by the Board in order to comply with membership day standards established by State law or regulations.
- 4.2 Professional Duties. Although the parties recognize that the commitment of an employee cannot be measured merely by time, the compensation set forth on Schedule "A" for regular professional duties is based on a normal work day consisting of 7 hours and 25 minutes of pupil contact time, employee preparation time, and 30-minute duty free lunch as scheduled by the employer. It is understood and agreed that the length of the building's normal instructional day as reported to the state shall not be extended during the term of this agreement.

Employee's daily hours shall consist of pupil contact time and employee preparation time. Pupil contact time shall be defined as the time the employee shall be required to instruct and/or supervise students. Employee preparation time shall include time for lesson planning, curriculum study, curriculum council, a reasonable number and duration of employee meetings, parent conferences, student conferences, and administrator conferences.

The professional expectation of each employee is to ensure that their classroom is ready for students to learn at the beginning of the school year and ready for summer cleaning by the time the teacher checks out at the end of the school year, unless the condition of the facility does not allow the employee to do so.

4.21 Elementary Classroom Employees.

- A. An employee regularly assigned as an elementary classroom employee (Grades K-5) shall be entitled to receive:
1. A lunch period of thirty (30) minutes, which period shall be duty free except as an employee may be required to supervise pupils as they pass to lunch and to be available to receive students upon the termination of the thirty (30) minute lunch period. Employees shall not be assigned to lunchroom supervision except in cases of emergency. Employees who are assigned during their duty free lunch shall be compensated with release time.
 2. A planning period when responsibility for a class has been assumed by another certified employee for special instruction such as physical education, music, art, or library/technology, except as such other employee or a substitute employee may be reasonably unavailable. In addition, employees may elect in their discretion to provide one or more additional planning periods by means of rotating recess duty among themselves. This shall not exceed twenty (20) minutes per day.

3. Preparation time for all regular, specialists, special education employees in grades K-5 shall be two hundred seventy five minutes (275). The schedule shall include a minimum of forty five (45) minutes, five (5) days a week. All planning periods shall be scheduled during the student day.
 - B. The Board agrees to assign at least one (1) employee's aide to each elementary building, for the purpose of providing assistance to employees in that building. Any such aide(s) shall be under the direction of the building principal.
- 4.22 Secondary Classroom Employees. An employee regularly assigned as a Secondary Classroom Employee (Grades 6-12) shall be entitled to receive:
 - A. A lunch period of thirty (30) minutes, which period shall be duty free except as an employee may be required to supervise pupils as they pass to lunch and return from lunch. Employees shall not be assigned to lunchroom supervision except in cases in emergency. Employees who are assigned during their duty free lunch shall be compensated with release time.
 - B. Secondary employees shall have one (1) planning period each day. The period shall be defined by the building schedule. All planning periods shall be scheduled during the student day.
- 4.23 General Duties. The professional duties of each employee shall include non-instructional duties including homeroom and club assignments, faculty, departmental and curriculum meetings and in-service training.
- 4.3 Reporting of Employees. If school shall be closed because of adverse weather on isolated days, employees shall not be required to report; however, when school is closed for three (3) or more successive days, employees may be required to report at the discretion of the Superintendent beginning on the third day unless such days are required to be made up in which case employees shall not be required to report.
- 4.4 Notification of Assignments. The tentative teaching assignment of an employee for the first trimester shall be made prior to the end of the third trimester unless the employee has notified the school district that they intend to resign or retire at the end of the current school year. An employee who will be affected by a change in grade or subject shall be consulted as soon as possible and prior to sixty (60) days before the opening of the ensuing school year, if possible.
- 4.5 Vacancies. A vacancy shall be defined as a position that will be filled occurring because of a newly created opening, a retirement or a resignation and after all employees, including those returning from leaves, have an assignment.

4.6 Shared Position.

- A. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or his/her designee.

ARTICLE 5

CLASS SIZE

The parties agree in principle that the student/teacher ratio is a factor that can influence the education result. However, there also appears to be an implicit recognition that a variety of other elements are part of the students' education, including, but not limited to, the training and experience of the classroom teacher, the physical plant, the characteristics of the students, the curriculum and societal forces. The Board agrees to assure that class size is appropriate to the room assigned and the equipment and materials available, and will continue to make every effort to balance class sizes in Grades 1 through 5.

Considering the above, the Board shall maintain class sizes at the following levels:

ELEMENTARY

Kindergarten, 1 st Grade	24 students per teacher
2 nd Grade, 3 rd Grade	25 students per teacher
4 th Grade, 5 th Grade	27 students per teacher
3 rd , 4 th , and 5 th Grade Multi-age classrooms	27 students per teacher

MIDDLE SCHOOL (6-8)

Middle School class limits (29) will apply to all classes, including Unified Arts except in the areas of band, vocal music, and physical education.

HIGH SCHOOL (9-12)

The Board shall maintain no more than 30 students per teacher per class period, except in the areas of band, vocal music, and physical education.

IMPLEMENTATION

These maximum class sizes may be exceeded with the following provision:

Starting with the 11th day of instruction, an elementary teacher with a class overage will be compensated at the rate of \$12 per day per student for each day enrollment is over the maximum. Starting with the 11th day of instruction, K-5 specials teacher with a class overage will be compensated at the rate of \$3 per period per student for each day the teacher has an enrollment over the maximum listed above. Starting with the 11th day of instruction of the school year, a teacher having a class size overage will be compensated at the rate of \$3.00 per period per middle school or high school student for each day enrollment is over the maximums listed above. Teachers shall submit in writing to the building principal the beginning and ending date of any class overage on a district provided form. Payment for a class overage shall be made at the end of the semester or trimester.

ARTICLE 6

STUDENT DISCIPLINE

- 6.1 A. All district building behavior management and procedures must incorporate the Plainwell Community Schools Student Code of Conduct. The Student Code of Conduct then becomes the guideline for each building to clearly define their own behavior policy in their respective building handbooks. The behavior policies and the effectiveness of their implementation will be reviewed annually by each building committee consisting of faculty and administration.
- B. An employee who is subjected to physical assault or severe verbal abuse by a student will be relieved of responsibility for that student until completion of a formal conference that may involve the student, the student's parent(s) or guardian(s), the employee and building administrator. If a student has been suspended for a violation of the Plainwell Community Schools Student Code of Conduct, that student's teacher(s) will be informed of the student's violation and the consequences before the student is returned to the classroom, provided such disclosure would not violate the student's legal rights to privacy.

ARTICLE 7

CONTRACT RESOLUTION

7.1 It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement that has not been resolved through the use of normal administrative procedures. Any employee or the Association believing the Agreement has been violated or misapplied may file a grievance in accordance with the procedure herein set forth except where the Tenure Act applies. Grievances that effect employees at more than one building shall begin the process at Level Three. Except that the superintendent, after viewing such a grievance, may elect to move the grievance to Level Two.

7.2 Review Levels.

7.21 Level One: Informal. Prior to filing a written grievance, the grievant shall meet with the Supervisor against whom such grievance is to be asserted for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within ten (10) days from the time of the event or the time the grievant reasonably should have known of the event.

7.22 Level Two: Principal. If the grievance is not satisfactorily resolved at the informal conference, the grievant shall have ten (10) days within which to file a written grievance with the Building Principal, using the approved Grievance Form found in Appendix 1.

The principal shall file a reply, which shall be filed within ten (10) days from the receipt of the written grievance.

7.23 Level Three: Superintendent. If the reply is not satisfactory and a request is made within ten (10) days from the receipt of the reply, a formal conference shall be held within ten (10) days from their receipt of such request with the Superintendent or his/her designee. The purpose of the formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing. If the parties are unable to reach agreement, the Superintendent shall reply within twenty (20) days after the completion of the formal conference unless both parties shall request that the conference be adjourned and reconvened with a state mediator.

7.24 Level Four: Arbitration. If the grievance is not satisfactorily resolved at Level Three or before a state mediator, the grievance may be submitted to arbitration by the Association in accordance with the following provisions:

A. The request for arbitration shall be made within thirty (30) days from the receipt of the formal conference reply or from the termination of the mediation conference, whichever shall first occur.

B. The arbitrator shall be selected and the hearing conducted in accordance with the rules and regulations of the American Arbitration Association provided, however, that:

1. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law, it being expressly agreed that any such determination shall be made by a court of law.
2. The arbitrator shall render his/her written decision within thirty (30) days from the conclusion of the hearing.
3. The arbitrator's decision shall be binding upon the parties.

7.3 General Provisions.

7.31 Definitions. As used in this Article the word:

- A. "Grievant" means the Association or employee filing the grievance. If a grievant is an employee, the employee shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- B. "Event" means the act or omission that the grievant alleges violates one or more provisions of this Agreement.
- C. "Day" means a scheduled work day during the regular school year. During the summer recess, however, day means a calendar day exclusive of Saturdays, Sundays or holidays.

7.32 Form of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

7.33 Exclusions. The grievance procedure shall not apply to:

- A. Prohibited subjects of bargaining listed in the Public Employee Relations Act.
- B. Any grievance in which proceedings are pending before any state or federal administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have one (1) remedy only.

7.34 Withdrawals and Denials. Any grievance or request for advancement to the next grievance level that is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance that is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

7.35 Place of Proceedings. All proceedings shall be held in the School District unless the parties agree otherwise.

7.36 Costs. Any fee paid for the services of an arbitrator shall be shared equally by the parties, except as the arbitrator for cause shall otherwise decide. Each party shall be responsible for its own costs, including the cost of witnesses.

7.37 Contract Expiration. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 8

COMPENSATION

- 8.1 Professional Experience. The Board shall place new professional employees on such step as the Board shall determine as professionally indicated by reason of education, experience (including military service and vocational experience), and past professional performance.
- 8.2 Basic Compensation. The basic salary shall be as set forth on Schedule "A". An employee shall advance to the next step upon the completion of a satisfactory school year, except herein otherwise provided. Recognition on the salary schedule for academic or certification advancement shall be made at the beginning of the first semester following such advancement, subject to the following guidelines:
- 8.21 The employee shall, not later than sixty (60) calendar days after the beginning of the semester, submit proof of such advancement unless extenuating circumstances effectively prevent an employee from filing such proof within the specified time period.
- 8.22 If proof of advancement is not provided pursuant to 8.21, recognition on the salary schedule shall in any event take effect at the beginning of the semester following submission of such proof.
- 8.3 Compensation Adjustment.
- 8.31 Column Advancement Requirements:
- A. Credits used to qualify an employee for level "B" must be earned after completion of the BA or BS and the issuance of the provisional teaching certificate. These credits must be in a graduate program or be in fields related to the employee's assigned work.
 - B. To qualify for level "C" (MA Degree), an employee must submit a request with an official university transcript showing that the Masters Degree has been earned, or submit a request with an official transcript showing the credits completed and a letter from a university official on university letterhead stating that all requirements for a Masters Degree have been met, and by what date they were met.
 - C. Graduate credits taken to qualify for levels "D", "E", and "F" must be earned after earning the MA degree and be in fields related to the employee's major or minor. Prior approval must be secured from the Board of Education for courses that are not in the employee's field of concentration.
 - D. An employee who, on or before September 1, 1981, earned sufficient hours to advance to Column "B" pursuant to the requirements set forth in the 1980 - 1981 Salary Schedule (BA + 15) shall be compensated in accordance with revised Column "B" (BA + 18).

8.32 Longevity Adjustments. Subject to the following guidelines, an employee shall not advance to the next step on the salary schedule or be granted an increase in basic compensation pursuant to this Agreement if, prior to providing professional services for which the increased compensation is due, the Board shall determine that the professional services of an employee are unsatisfactory.

The Superintendent shall give a written Notice of Unsatisfactory Service as required by the Teacher Tenure Act.

8.33 Shared or Part Time Positions. Salary and fringe insurance shall be pro-rated to equal the percentage of the contract worked.

8.4 Additional Compensation. An employee shall be entitled to receive additional compensation as follows:

8.41 Student Activities. Student activities described on Schedule "B" shall be compensated as therein provided. The Board may add or delete activities during the contract period. An activity not included on Schedule "B" shall receive such compensation as may be agreed upon by the Board and the Association.

8.42 Extended Contract Period. Except for the reasons set forth in Section 4.1, an employee required to work in excess of the contract period herein set forth shall be entitled to a proportionate increase in compensation.

8.43 Certification by the National Board for Professional Teaching Standards. Tenured teachers who have achieved certification by the National Board for Professional Teaching Standards shall be paid \$1,000 per year in addition to their regular compensation for each year that they retain certification.

8.5 Fringe Benefits. The Board shall provide fringe benefits as set forth in Schedule "A-1".

8.6 Pay Periods. The basic compensation of an employee shall normally be paid in twenty-six (26) or twenty-seven (27) substantially equal installments, plus additional compensation, if any, provided, however, that an employee on or before August 1 may elect in writing to receive his/her basic compensation for the ensuing school year in twenty-one (21) substantially equal installments. No change in pay periods shall be permitted after the above date.

8.7 Reimbursed Expenses.

8.71 An employee required to use his/her motor vehicle in the discharge of his/her duties shall be reimbursed in accordance with policies adopted by the Board.

8.72 To support employees in the cost of college coursework, the Board shall set aside \$15,000 annually to reimburse employees for tuition costs of eligible coursework that meet the criteria listed and the documentation required in this section. In order to ensure timely payments to qualifying employees, the Board reserves sole discretion to reject requests if eligibility has not been met, the listed documentation has not been provided, or if the deadline has been missed.

A. Eligible College Courses for Reimbursement:

1. Must be related to the employee's teaching assignment or be in the area of curriculum, counseling, technology, or educational leadership
2. Must be from an accredited college, university, or other credit-granting institution of higher education

B. Documentation and Time Lines

1. All requests must be submitted on a fully completed and signed Tuition Reimbursement Request Form, along with a receipt showing the amount paid for the class and an official transcript showing successful completion of the coursework
2. To be eligible for reimbursement the coming summer, courses must be completed with credits earned during the current fiscal year (July 1 to June 30) and the employee must submit all required documentation between May 1 and June 30 of that fiscal year.
3. Payment will be made in July or August of the following fiscal year

C. Payment Procedure.

1. Submit fully completed and signed Tuition Reimbursement Request Form with all required documentation to the central office between May 1 and June 30.
2. Employees shall be reimbursed up to 100% of eligible tuition costs unless the total amount of all reimbursement requests exceeds \$15,000. In that case, employees shall be reimbursed at a prorated amount equal to the ratio of the total amount of reimbursement requested and \$15,000.

8.8 General Provisions For Schedules B and C.

8.81 All positions listed in Schedules B and C may not necessarily be filled.

8.82 Schedules B and C positions will be filled as follows:

- A. All positions listed in Schedule "B" shall first be offered to qualified members of the teaching faculty if they are to be filled. If no members of the teaching faculty wish to fill (or qualify for) any open additional duty assignment, the Board may offer such assignment to a non-bargaining unit member at a rate on the individual's qualification and experience, which rate shall be applied to Column A of Schedule "A".
- B. Schedule C coaching staff are employed by a third party contractor. The district recognizes that it is highly desirable to have a teacher-coach on staff. Such individuals are accessible during the day to student-athletes and are very well aware of the athletic and academic demands that student-athletes face. Because of this, when a coaching position opens, all qualified and interested PEA members who apply will be recommended for an interview. Qualified members shall be defined as those who meet a previously published job description. The description shall be included on the job posting. As it is the athletic department's goal to ensure solid athletic programs for Plainwell Community Schools, the third party contractor will hire whomever they determine to be the best qualified applicant.

8.83 Schedules B and C assignments that are open shall be posted in all buildings for a period of one (1) week (5 days).

8.84 Athletic Schedule C Pay

The coaching salaries will be based on the B.A. column of the salary starting with Step 1 with increases at Step 4, Step 8, and Step 12. These steps correspond with the coach's years of coaching experience.

Extra Curricular Schedule B Pay

The extra curricular salaries will be based on the B.A. column of the salary schedule starting with Step 1 with increases at Step 2, Step 3, and Step 4. These steps correspond with the years of experience in a particular position/activity.

Additional provisions as stated in Schedule B.

8.85 An employee shall not have tenure in any additional duty assignment, and assignments may be made or terminated for reasons satisfactory to the Board.

ARTICLE 9

LEAVES OF ABSENCE

Unnecessary tardiness or absence decreases teaching effectiveness, lowers the quality of the educational program and increases scheduling difficulties and costs. Unexcused absence or tardiness shall constitute grounds for discipline, or, if repeated, discharge.

9.1 Sick Leave. Each employee shall be credited at the beginning of the school year with ten (10) days sick leave with pay. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

1. Any physical or mental condition that disables an employee from rendering professional services, excluding any condition compensable by Worker's Compensation or resulting from other employment.
2. Any communicable disease that would be hazardous to the health of students or other employees.
3. Serious illness in the employee's immediate family. This leave shall not normally exceed five (5) days per illness except that the Superintendent, or his/her designee, in his/her discretion and for good cause shown, may grant the use of additional days for such purpose.
4. In the case of death of a member of the employee's immediate family, the use of such leave shall normally not exceed ten (10) days per occurrence.

The term "immediate family" shall mean the employee's spouse; the grandparents, parents, siblings and children of the employee and the employee's spouse; and any other person who is a regular member of the employee's household.

5. Physical examinations or required medical treatment, exclusive of non-emergency surgery, which cannot reasonably be scheduled outside of the regular work day.
 6. Non-emergency surgery, including the resultant disability period, which cannot reasonably be scheduled outside of the regular work day or while school is not in session.
- B. Sick leave may accumulate without limits. It shall not be paid in addition to Worker's Compensation benefits. The amount of unused leave shall be certified at least each twelve (12) months.
- C. Verification by competent medical authority may be required.

- D. Upon an employee's retirement, unused sick days shall be purchased at the rate of \$50.00 for all days up to a maximum of 200 days provided that the teacher has at least 50 sick days accumulated at the time of retirement. To be eligible for this payment, an employee must have at least 10 years of service to the Plainwell Community Schools and must satisfy the requirements to obtain benefits under the provisions of the Michigan Public School Employee Retirement System (MPERS). To be eligible, the employee must submit their intent to retire by March 1. The employer shall not publicly announce the retirement of said employee until March 1st.
- E. If an employee shall not complete the contract period, the Board shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date. It is understood and agreed that sick days are earned at the rate of one (1) day per month beginning with the first day of September and thereafter on the first day of each month of the school year.
- F. Leave shall be allocated in one-half (½) day increments unless the Board shall otherwise agree, shall be charged against duty days and shall cease to accumulate and shall not be used by an employee during such periods as the employee is on a leave of absence, laid off, or otherwise not regularly providing services to the District.
- G. In the event any district employee or immediate family member as defined in section 10.1, suffers a prolonged illness or disability, which is supported by a statement of need from the attending physician, the Superintendent or designee will invite the donation of up to one personal leave day per school year per PEA member to be available to the employee who has exhausted all sick leave and personal leave days. The same shall apply to the death of an immediate family member. Donations to PEA members on maternity leave are allowed during the first six weeks following birth. A PEA member may donate up to 1.5 personal days during the fiscal year. However a PEA member may only receive one day from any given PEA member during that fiscal year. In no year shall the total number of donated days exceed one day per employee covered by this Agreement, however, additional days may be invited by the Superintendent or designee if the illness or disability meets the conditions of this paragraph. Unused donated days shall not accumulate. Any days not used shall be returned to the employees contributing such days in a random fashion determined by the District, which determination may not be grieved. No employee receiving compensation by any other means (i.e., Workers Compensation, LTD) shall be eligible. The leave must be taken as an uninterrupted block of time for each such illness or disability with the exception of an intermittent approved FMLA leave for employee with a serious or chronic illness under a physician's care. Absences due to illness or disability will be designated as FMLA leave where permitted by law.

9.2 Personal Leave. An employee shall be allowed two (2) days with pay for personal leave days in accordance with the following guidelines, namely:

- A. A request for personal leave shall be made at the earliest practicable time but in no event on less than twenty-four (24) hours prior written notice except in the case of an emergency. Employees shall be notified of either approval or denial as soon as practicable but in no event later than 12:00 o'clock noon on the day preceding the requested leave period, provided, however, that if no notification is given to the employee, leave shall automatically be granted.

- B. No specific description of the intended use of the leave shall be required on the request form except for a leave requested for an emergency. Personal leave days may accumulate to a maximum of five (5); however, no more than three (3) personal leave days may be taken on consecutive work days. Any personal leave day(s) beyond the five (5) not used by an employee during a given contract year shall be added to such employee's accumulated sick leave.
- C. The Board shall not be required to grant leave on any one day to more than a maximum of ten percent (10%) of a building staff on any given day. If leaves are to be denied because more than 10% of the building staff requested leave on the same day, these denials shall be in inverse order of receipt.
- D. A request for leave may be denied if:
 - 1. The employee has failed to make adequate provision for the discharge of his/her professional responsibilities during his/her absence.
 - 2. The Board is reasonably unable to obtain an adequate substitute for the employee.
 - 3. The number of employees applying is in excess of the number provided.

If a leave is denied, the reasons for the denial shall be given to the employee in writing with copies thereof to be sent to the Superintendent and to the President of the Association.

9.3 Court Leave. An employee shall be entitled to leave for jury service and for court appearances when subpoenaed as a witness in connection with the employee's employment. The employee shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

9.4 Disability Leaves. An employee who is or will be physically or mentally disabled for more than ten (10) days shall be granted a leave of absence in accordance with the following guidelines:

9.41 Foreseeable Disability. If the employee knows, or reasonably should know, that he/she has a physical or mental condition, which will result in disability the employee shall:

- A. Notify the Board as to the nature and extent of the expected disability in accordance with Section 9.71.
- B. Furnish the Board a statement from the attending physician specifying in the physician's opinion:
 - 1. Any limitations on the performance of duties;
 - 2. The probable date when the employee will be significantly impaired in the performance of his/her duties; and
 - 3. The probable length of time, if any, during which the employee will be disabled from performing his/her work assignments.

C. Furnish the Board such other information as the Board shall determine, including the attending physician's release, to assure the safety and welfare of the employee, students and other employees.

9.42 Unforeseeable Disability. If an employee is disabled by unforeseen circumstances, and the employee desires to be granted a disability leave, the employee shall, as soon as practicable, furnish the Board the information, to the extent applicable, required for a foreseeable disability.

9.43 Duration of Leave. An employee shall be granted a leave of absence for the period of disability except that the Board shall not be required to grant a leave for more than one (1) year. It is understood and agreed that an employee shall normally return to work upon the termination of his/her disability unless other leave provisions in Section 9.5 of this Article are approved.

9.44 Compensation Benefits. An employee who has been granted a disability leave shall have the right to use accumulated sick leave in accordance with the provisions set forth in Section 9.1 above, provided, however, that if the employee is eligible to receive disability insurance benefits pursuant to an employer-paid insurance plan, then fractional sick leave days may be deducted to the extent necessary to equal the employee's daily rate of compensation.

9.5 Other Leaves. The Board may grant a leave of absence without pay upon the request of an employee. This discretionary leave shall be granted for no less than one (1) semester and no longer than the school year.

The length of the leave shall include any period of a paid leave that occurs prior to the unpaid leave, *i.e.* A six (6) week sick leave in addition to a twelve (12) week unpaid leave to equal one (1) semester.

The employee shall notify the Board by November 1 for leave ending the first semester and April 1 for semester leaves at the end of the school year, if the employee intends to return from such leave. If the Board does not receive notice of the employee's intent to return within dates set forth in the previous sentence, the employee shall be terminated.

9.6 Family Leave. The provisions of this Article 9 are understood to be subject to the terms of the Family Medical Leave Act of 1993 in accordance with the procedures adopted by the Board consistent with the Act.

9.7 Leave Administration.

9.71 Notice. An employee shall give the Board notice of his/her desire to be granted a leave as soon as the employee is aware of his/her need to be granted a leave so that the Board will have the maximum time to provide for the employee's absence. The minimum notice time in any event for personal leave, court leave, a foreseeable disability leave, or other leaves shall be at least seven (7) work days prior to the requested leave date unless the request required Board action in which case the request shall be made at least seven (7) calendar days prior to the meeting at which the Board is to consider the request, except that a shorter notice may be permitted in an emergency. The Board representative shall notify the employee of his/her determination within three (3) work days following receipt of the leave request unless the request requires Board action.

- 9.72 Verification. The employee shall have the responsibility of verifying his/her eligibility for leave and any benefits due. If the Board determines that an employee knowingly withheld or misrepresented material information concerning the purpose or the employee's eligibility for leave or for any benefits, the employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the employee's leave benefits due or to be due under this Agreement.
- 9.73 Seniority will be prorated for all unpaid leave of absences, except those that occur during an employee's Family Medical Leave Act.

ARTICLE 10

NEGOTIATIONS

10.1 Rules.

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

10.2 Negotiators. Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District; however, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make and consider proposals. No agreement between the negotiators shall be effective until the same shall be approved by the parties.

10.3 Renegotiation. The parties agree to commence the negotiation of a new agreement upon written request made not more than ninety (90) calendar days prior to the expiration of this Agreement, except by mutual agreement of the parties.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Curriculum Council.

11.11 Purpose and Objectives. It is the objective of the parties to achieve a quality educational program and the parties recognize the need:

- A. To establish a representative K-12 coordinating group of employees and administrators.
- B. To determine curriculum study needs.
- C. To evaluate current curriculum practices.
- D. To set priorities for study.
- E. To appoint study committees.
- F. To provide the Board of Education recommendations for curriculum change.

11.12 Council Composition. There is hereby established an advisory committee to be known as the "Curriculum Council." Membership on the Council shall be as set forth from time to time in a policy adopted by the Board of Education provided that such membership shall provide for overlapping terms and shall include representatives from the elementary, middle and high school facilities. Participation on the Council shall be voluntary.

11.13 Rules and Procedures. The Council shall establish its own rules and procedures.

11.2 Complaints and Employee Files.

11.21 Complaints. Any complaint made against an employee by a parent, student or other person that will be used in any evaluation, disciplinary action or added to the employee's personnel file, shall be promptly called to the attention of the employee provided, however, that the employee shall be given notice in writing of any disciplinary item(s) placed in the employee's file and an opportunity to file a response thereto within ten (10) school days of receipt of the written notice, which response shall be attached to the original material.

11.22 Employee's Files

Any disciplinary items that have been placed in an employee's files (any file kept by Plainwell Community Schools that is subject to Freedom of Information Act) may be removed after a period of five years unless other items of the same kind have been added to the files. The employee must make a written request to the Superintendent for removal of the items. The Superintendent has ten (10) working days to grant the request or give reasons for refusal in writing.

11.3 Scope.

This Agreement shall constitute the full and complete agreement between the parties and may not be modified without the mutual consent of the parties in a written agreement.

11.4 Distribution.

The Board shall pay for the cost of furnishing a copy of this Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.


11.5 Term.

This Agreement shall commence as of July 1, 2011, and shall continue in full force and effect until June 30, 2012.

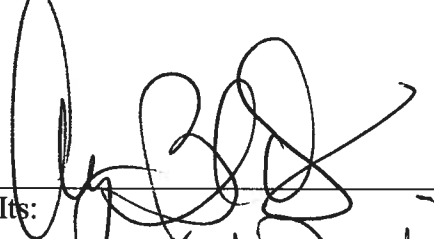
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of

November 21, 2011.

PLAINWELL EDUCATION ASSOCIATION
ALLEGAN, BARRY AND KALAMAZOO
COUNTIES, MICHIGAN

By: 
Its: President, PEA.

PLAINWELL COMMUNITY SCHOOLS
BOARD OF EDUCATION

By: 
Its: Board President

PLAINWELL COMMUNITY SCHOOLS
SCHEDULE "A"

2011-2012

Step	BA	BA + 18	MA	MA + 10	MA + 20	MA + 30
1	34644	36114	37587	38031	38470	38910
2	35683	37197	38715	39172	39624	40077
3	37425	39017	40610	41089	41570	42037
4	39168	40836	42502	43006	43503	44002
5	40910	42652	44399	44923	45441	45965
6	42652	44472	46292	46841	47381	47929
7	44395	46292	48189	48756	49322	49891
8	46138	48112	50080	50673	51263	51854
9	47882	49927	51977	52591	53204	53819
10	49623	51746	53870	54508	55142	55781
11	51366	53566	55765	56425	57085	57744
12	53110	55383	57659	58343	59023	59705
13	54854	57201	59555	60260	60690	61666
THE SCALE BELOW INCLUDES THE LONGEVITY CALCULATION:						
14	56500	58917	61342	62068	62511	63516
15-16	58980	61258	63550	64175	64909	65932
17	59570	61871	64186	64817	65558	66591
18	60165	62489	64827	65465	66214	67257
19	60767	63114	65476	66120	66876	67930
20	61375	63745	66130	66781	67545	68609
21-22	61989	64383	66792	67449	68220	69295
23-24	62608	65027	67460	68123	68902	69988
25+	63235	65677	68134	68804	69591	70688

Longevity Adjustment. Teachers who have reached Step 13 on the Basic Compensation Schedule and attained the applicable step level, as set forth hereafter shall receive, in addition to Step 13 compensation, an annual longevity adjustment in accordance with the following schedule.

ACTUAL LONGEVITY ADD TO STEP 13						
14	1646	1716	1787	1808	1821	1850
15-16	4126	4057	3995	3915	4219	4266
17	4716	4670	4631	4557	4868	4925
18	5311	5288	5272	5205	5524	5591
19	5913	5913	5921	5860	6186	6264
20	6521	6544	6575	6521	6855	6943
21-22	7135	7182	7237	7189	7530	7629
23-24	7754	7826	7905	7863	8212	8322
25+	8381	8476	8579	8544	8901	9022

Example: A teacher with 10 years of experience in another district is hired by Plainwell Community Schools and is given credit for 5 of the 10 years. The teacher is placed on Step 5 of the Basic Compensation Schedule. In 8 years, the teacher will have reached Step 13. In the 9th year of employment, the teacher shall receive Step 13 and the longevity adjustment for 14 years. The following year the teacher will receive Step 13 and the longevity adjustment for 15 years. This will continue until reaching the top of the longevity adjustments.

SCHEDULE "A-1"

FRINGE BENEFITS

Section 1. Hospital and Medical Insurance. 2011-2012

Subject to the conditions set forth in this Schedule, each employee shall have the right to select either MESSA PAK "A" or "B".

The Board agrees to contribute the insurance premiums for both MESSA PAK's with coverage as specified below. Effective January 1, 2012, employees choosing PAK A shall pay 20% of the medical premium. Employee's contributions may be made through payroll deductions under a § 125 plan.

Deductible: Effective January 1, 2012, employees choosing PAK A shall pay a \$300/\$600 deductible.

MESSA PAK A

Medical: CHOICES II XVA2 SuperSaver Rx Co-Pay \$20 Office Co-Pay	Life: \$5,000 Life insurance	Vision: VSP-2 Silver	Dental: 100/70/70:\$1,000 (Class I,II,III + maximum)

MESSA PAK B

Medical: None	Life: Same as PAK A	Vision: Same as PAK A	Dental: Same as PAK A

The Board will contribute to each employee not electing PAK "A"* \$200 per month.

*If an employee and said employee's spouse are both members of the bargaining unit, one may elect PAK A or the other PAK B, but both may not elect PAK A.

1. Dental Insurance. The Board agrees to pay the full cost of the DELTA dental insurance program administered by MESSA, including:

Class I Benefits: 100% of preventive, diagnostic (except x-rays), emergency palliative; all other
Class I Benefits at 70%

Class II Benefits: 70%

2. Vision Insurance. The Board agrees to pay the full cost of the VSP 2-Silver vision insurance program administered by MESSA.

Section 2. Basic Flex.

The Board shall establish an IRS Section 125 Plan (Basic Flex) for all employees eligible under the law.

Core Chairs – K-12 will all be paid 3%

- At the High School and Middle School this includes ELA, Math, Science, Social Studies, Foreign Language, Special Education (1 HS, 1 MS, 1 Elementary)
- At the elementary this includes all grade levels
- Staff may request to be the chair; administration will select the chairs.
- Chairs will be given a job description.
- Chairs will be evaluated annually.
- Chairs will all start at Step 1.

Non-Core Chairs – K-12 continue to be paid 1.5%

- To qualify as a Chair, you must have at least one other teacher in your department.
- Chairs will be given a job description.
- Chairs will be evaluated annually.
- Elementary Specials – one chair for the nine teachers
- MS Unified Arts – one chair

SCHEDULE B – 2011-2012
ADDITIONAL DUTIES

PLAINWELL COMMUNITY SCHOOLS
SCHEDULE B
2011-2012

Schedule B steps are frozen at the 2009-2010 level.

ACTIVITY	INDEX	STEP 1	STEP 2	STEP 3	STEP 4
		33,844	35,535	37,227	38,918
SCHOOL PAPER	1	4.0% 1,354	1,421	1,489	1,557
SCHOOL ANNUAL	1	5.0% 1,692	1,777	1,861	1,946
VIDEO PRODUCTION	1	7.0% 2,369	2,487	2,606	2,724
ALL-SCHOOL PLAY	1	5.0% 1,692	1,777	1,861	1,946
MUSICAL-DIRECTOR/ALL-SCHOOL MUSICAL PLAY	1	5.0% 1,692	1,777	1,861	1,946
BAND - HIGH SCHOOL	1	10.0% 3,384	3,554	3,723	3,892
BAND - MIDDLE SCHOOL	1	7.0% 2,369	2,487	2,606	2,724
DEBATE	1	3.0% 1,015	1,066	1,117	1,168
FORENSICS	1	3.0% 1,015	1,066	1,117	1,168
VOCAL MUSIC	1	5.0% 1,692	1,777	1,861	1,946
HEAD CLASS SPONSOR - GRADE 9	1	3.0% 1,015	1,066	1,117	1,168
HEAD CLASS SPONSOR - GRADE 10	1	3.0% 1,015	1,066	1,117	1,168
HEAD CLASS SPONSOR - GRADE 11	1	3.0% 1,015	1,066	1,117	1,168
HEAD CLASS SPONSOR - GRADE 12	1	3.0% 1,015	1,066	1,117	1,168

HIGH SCHOOL STUDENT COUNCIL	1	2.0%	677	711	745	778
HIGH SCHOOL DEPARTMENT CHAIRS**(CORE)	ALL	3.0%	1,015	1,066	1,117	1,168
HIGH SCHOOL DEPARTMENT CHAIRS**(NON-CORE)	ALL	1.5%	508	533	558	584
HIGH SCHOOL NATIONAL HONOR SOCIETY	1	2.0%	677	711	745	778
MIDDLE SCHOOL STUDENT COUNCIL	1	1.5%	508	533	558	584
MIDDLE SCHOOL DEPARTMENT CHAIRS(CORE)**	ALL	3.0%	1,015	1,066	1,117	1,168
MIDDLE SCHOOL DEPARTMENT CHAIRS**(NON-CORE)	ALL	1.5%	508	533	558	584
MENTOR		1.0%	338	355	372	389
CURRICULUM COUNCIL STUDY AREA CHAIR - YEAR OF REVIEW		2.0%	677	711	745	778
QUIZ BOWL		1.5%	508	533	558	584
ELEMENTARY CHAIRS** (CORE)	ALL	3.0%	1,015	1,066	1,117	1,168
ELEMENTARY CHAIRS** (NON CORE)	ALL	1.5%	508	533	558	584
SPECIAL EDUCATION CHAIRS**	ALL	3.0%	1,015	1,066	1,117	1,168

**Department Chair must have at least one other person in their department.

OTHER ADDED POSITIONS

ELEMENTARY STUDENT COUNCIL	3	1.0%	338	355	372	389
STUDENT TEACHER SUPERVISORS	EST 4	0.5%	169	178	186	195
MIDDLE SCHOOL VOCAL MUSIC	1	3.0%	1,015	1,066	1,117	1,168
ELEMENTARY MUSIC	3	1.5%	508	533	558	584

GILKEY ENVIRONMENTAL CLUB

1 1.0% 338 355 372 389

SCHEDULE C – 2011-2012

**Coaching Contracted Services
PLAINWELL COMMUNITY SCHOOLS
SCHEDULE C
2011-2012**

Schedule C steps are frozen at the 2009-2010 level.

NUMBER	INDEX	STEP 1	STEP 4	STEP 8	STEP 12
		33,844	38,918	45,687	52,456

LEVEL A

HEAD COACHES

FOOTBALL	1	13.0%	4,400	5,059	5,939	6,819
BOYS BASKETBALL	1	13.0%	4,400	5,059	5,939	6,819
GIRLS BASKETBALL	1	13.0%	4,400	5,059	5,939	6,819
VOLLEYBALL	1	13.0%	4,400	5,059	5,939	6,819
WRESTLING	1	13.0%	4,400	5,059	5,939	6,819
GIRLS TRACK	1	13.0%	4,400	5,059	5,939	6,819
BOYS TRACK	1	13.0%	4,400	5,059	5,939	6,819
BOYS SWIMMING	1	13.0%	4,400	5,059	5,939	6,819
GIRLS SWIMMING	1	13.0%	4,400	5,059	5,939	6,819

ASSISTANT COACHES

FOOTBALL	6	9.0%	3,046	3,503	4,112	4,721
BOYS BASKETBALL	2	9.0%	3,046	3,503	4,112	4,721
GIRLS BASKETBALL	2	9.0%	3,046	3,503	4,112	4,721
VOLLEYBALL	2	9.0%	3,046	3,503	4,112	4,721
WRESTLING	2	9.0%	3,046	3,503	4,112	4,721
GIRLS TRACK	1	9.0%	3,046	3,503	4,112	4,721
BOYS TRACK	1	9.0%	3,046	3,503	4,112	4,721
BOYS SWIMMING	1	9.0%	3,046	3,503	4,112	4,721
GIRLS SWIMMING	1	9.0%	3,046	3,503	4,112	4,721

LEVEL B

HEAD COACHES

BASEBALL	1	11.0%	3,723	4,281	5,026	5,770
SOFTBALL	1	11.0%	3,723	4,281	5,026	5,770
GIRLS TENNIS	1	11.0%	3,723	4,281	5,026	5,770
BOYS TENNIS	1	11.0%	3,723	4,281	5,026	5,770
GIRLS CROSS COUNTRY	1	11.0%	3,723	4,281	5,026	5,770
BOYS CROSS COUNTRY	1	11.0%	3,723	4,281	5,026	5,770
BOYS GOLF	1	11.0%	3,723	4,281	5,026	5,770
GIRLS GOLF	1	11.0%	3,723	4,281	5,026	5,770
CHEERLEADING - FALL	1	7.0%	2,369	2,724	3,198	3,672
CHEERLEADING - WINTER/SIDELINE	1	11.0%	3,723	4,281	5,026	5,770
BOYS SOCCER	1	11.0%	3,723	4,281	5,026	5,770
GIRLS SOCCER	1	11.0%	3,723	4,281	5,026	5,770

ASSISTANT COACHES

BASEBALL	1	7.0%	2,369	2,724	3,198	3,672
SOFTBALL		7.0%	2,369	2,724	3,198	3,672
GIRLS TENNIS	1	7.0%	2,369	2,724	3,198	3,672

BOYS TENNIS	1	7.0%	2,369	2,724	3,198	3,672
GIRLS CROSS COUNTRY	0	7.0%	2,369	2,724	3,198	3,672
BOYS CROSS COUNTRY	0	7.0%	2,369	2,724	3,198	3,672
BOYS GOLF	0	7.0%	2,369	2,724	3,198	3,672
GIRLS GOLF	0	7.0%	2,369	2,724	3,198	3,672
CHEERLEADING - FALL	2	6.0%	2,031	2,335	2,741	3,147
CHEERLEADING - WINTER/SIDELINE	2	7.0%	2,369	2,724	3,198	3,672
BOYS SOCCER	1	7.0%	2,369	2,724	3,198	3,672
GIRLS SOCCER	1	7.0%	2,369	2,724	3,198	3,672

SCHEDULE "D"

PAYROLL DEDUCTIONS

Section 1. Schedule. The deduction shall be as follows:

EACH PAY PERIOD

Federal Withholding
State Withholding
Retirement
T.S.A.
Direct Deposit

LIMITED

MEA, PEA, NEA dues	Ten paychecks beginning second pay in October
United Way Insurance (Any MESSA options)	10 checks - \$1.00 minimum per check 1 st and 2 nd check each month.

*If an employee shall be employed after the first deduction for dues, the dues for such employee shall be deducted in substantially equal installments over the balance of the deduction period.

Section 2. Deduction Changes. Deductions may be changed subject to the following limitations:

- A. Financial Institution Changes must be processed through the employee's financial institution as required and reported to the Business Office in writing by the 10th of the month for the first check in the next month. Forms provided by business office.
- B. T.S.A. Changes may be made only on the basis of an official form provided by the insurer and signed by the insurer's agent and the employee.
- C. Insurance After expiration of open enrollment period, changes shall be limited to changes for reasons permitted by the insurance carrier.

Appendix 1
Plainwell Education Association
GRIEVANCE REPORT FORM

Level: **Two** **Three** **Four**
(Circle one to indicate level of Grievance)

Date Filed: _____

Name of Grievant	Building	Assignment

A. Date cause of grievance occurred: _____

B. Applicable portion(s) of the agreement allegedly violated:

C. Statement of grievant's claim (detailed statement of facts upon which grievance is based – use additional pages if necessary):

D. Relief desired: _____

Signature _____ Date _____

Date Received _____

E. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature _____

Date _____

2011-12 Calendar Understandings

Although not formalized in contract language, the following items are agreed to in principle by the PEA and administration for the the 2011-12 calendar:

1. To allow more detail for staff that parents do not need, we we will publish two versions of the calendar – one for staff and one for the parents and community.
2. Fall and winter parent teacher conferences will be during the weeks designated in the agreed upon calendar with evenings staggered to allow parents with students in multiple buildings and teachers who are parents in the district to attend their child's conferences.
3. Each principal will seek the input of their staff and then select the evenings for PT conferences in a way that does not conflict with other buildings at their level. Sue and Chris will check the final decision on PT conference evenings so that it is equitable and dates don't conflict. Once set, these dates will to be published in the parents and staffs version of the calendar. Select evenings by mid-September.
4. For 2011-12, middle school PT conferences will run like the high school's.
 - One evening for conference, three times a year
 - Conference evening set in the middle of each trimester – allows 6 formal contacts with parents: one conference and one report card for each of three trimesters
 - Conferences run from 4:00 to 8:00
 - Run arena-style in one location (or at most three locations, but not in classrooms) to allow parents to easily see and get to all the teachers they wish to conference with
 - Alert parents that a 5 minute time limit needs to be honored so parents can see who they need to see. Alert parents to contact the teacher if longer time is needed that conference can provide.
 - No meetings or other obligations will be scheduled by administration on those three days from student dismissal until 4:00 to allow teachers time for conference preparation and dinner if desired (since there is no dinner break from 4:00 – 8:00)
5. Elementary needs more time to see all their parents for PT conferences so two half days have been allocated during the year for that time in addition to their evenings. At K-5, these afternoons will be devoted to a minimum of 3 hours of PT conferences. At 6-12, these afternoons will be devoted to departmental curriculum work.
6. On all half days (except the last day of school), elementary teachers will teach ELA and mathematics. A schedule will be developed by administration with staff input to attempt to achieve 30 minutes for specials / planning, 90 minutes for ELA, and 75 minutes for mathematics on those half days. Schedule set by September 30.

Plainwell Community Schools 2011-2012 School Calendar – Staff

< August 2011 >

S	M	T	W	R	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

< September 2011

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

< October 2011 >

S	M	T	W	R	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

< November 2011 >

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

< December 2011 >

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

< January 2012 >

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

< February 2012 >

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

< March 2012 >

S	M	T	W	R	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

< April 2012 >

S	M	T	W	R	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

< May 2012 >

S	M	T	W	R	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

< June 2012 >

S	M	T	W	R	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

KEY

- No students
- K-12 half day
- Grade 11 only

Plainwell Community Schools 2011-12 Calendar - Staff

Monday,	8/29/2011	1/2 Day Teachers Only District & Building AM Meetings
Tuesday,	8/30/2011	Teachers Only PD K-12
Wednesday	8/31/2011	Teachers Only PD K-12
Monday	9/5/2011	Vacation Labor Day
Tuesday	9/6/2011	Full Student Day 1st Day first trimester
Monday	10/10/2011	Teachers Only PD K-12 HS & MS - PT Conferences one evening 4-8 during the weeks of Oct 17 or Oct 24
Monday	11/7/2011	1/2 day students, 1/2 day K-5 PT Conferences , 1/2 day 6-12 Curriculum K-5 - PT Conferences two evenings 4-7 during the weeks of Oct 31 or Nov 7
Wednesday	11/23/2011	Comp Day for Fall PT Conferences
Thursday	11/24/2011	Vacation Thanksgiving
Friday	11/25/2011	Vacation Thanksgiving
Friday	12/2/2011	1/2 day students, 1/2 day K-12 Records
Monday	12/5/2011	Full Student Day 1st day second trimester
Monday	12/19/2011	Vacation Break begins
Monday	1/2/2012	Vacation New Year's Day
Tuesday	1/3/2012	Full Student Day school resumes HS & MS - PT Conferences one evening 4-8 during the weeks of Jan 23 or Jan 30
Monday	2/13/2012	1/2 day students, 1/2 day K-5 PT Conferences , 1/2 day 6-12 Curriculum K-5 - PT Conferences two evenings 4-7 during the weeks of Feb 6 or Feb 13
Monday	2/20/2012	Teachers Only PD K-12
Monday	3/5/2012	Winter Break Vacation Day
Tuesday	3/6/2012	Teachers Only PD K-12 , Grade 11 Students ACT
Wednesday	3/14/2012	1/2 day students, 1/2 day K-12 Records
Thursday	3/15/2012	Full Student Day 1st day third trimester
Friday	3/30/2012	Comp Day for Winter PT Conferences
Monday	4/2/2012	Vacation Spring Break begins
Monday	4/9/2012	Full Student Day school resumes HS & MS - PT Conferences one evening 4-8 during the weeks of Apr 23 or Apr 30
Monday	5/28/2012	Vacation Memorial Day
Wednesday	6/13/2011	1/2 Day for Students and Teachers; Last Day of School* *Required make up days due to school cancellation begin on June 14

Student Days	Student Hrs.	Teacher Days	PD Hrs K-5	PD Hrs 6-12	Records Hrs K-5	Records Hrs 6-12	Curriculum		
							Wk. Hrs. 6-12	Conf. Hrs. K-5	Conf. Hrs. 6-12
177	1093	182	30	30	6	6	6	18	12

November 17, 2011

**Letter of Agreement
Between the
Plainwell Community Schools (Board)
and the
Plainwell Education Association, MEA/NEA (Association)**


The Plainwell Community Schools ("the Board") and the Plainwell Education Association ("the Association") recognize and agree that, with the adoption of the new Schedule A pay scale, no teacher will take a reduction in their salary. Current salaries for teachers hired in 2011 will remain the same throughout the lifetime of this 2011-2012 contract.



(For the District)

11-30-11

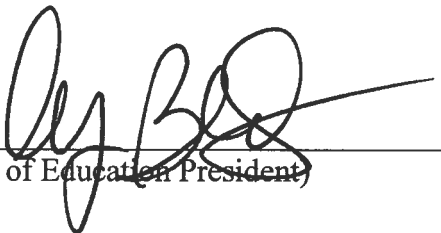
(Date)



(For the Association)

November 29, 2011

(Date)



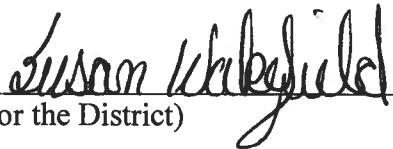
(Board of Education President)

11-30-11

(Date)

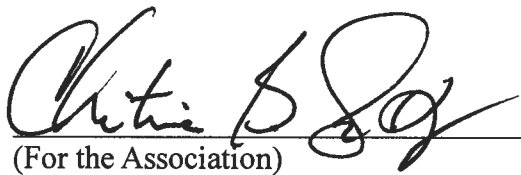
**Letter of Agreement
Between the
Plainwell Community Schools (Board)
and the
Plainwell Education Association, MEA/NEA (Association)**

The Plainwell Community Schools ("the Board") and the Plainwell Education Association ("the Association") recognize and agree that, teachers who do not step during the 2011-2012 fiscal year shall receive an off-scale stipend of \$1,000.



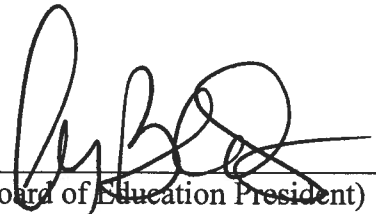
(For the District)

11-30-11
(Date)



(For the Association)

November 29, 2011
(Date)



(Board of Education President)

11-30-11
(Date)