

**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**

**2011-2013**

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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, MEA-NEA pursuant to the provisions of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.201 *et seq.*, 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 17 day of August, 2011, 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 Van Buren County Education Association/Paw Paw Education Association, MEA-NEA, hereinafter referred to as the "Association."

### ARTICLE I - RECOGNITION

Section 1: Pursuant to the provisions of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.201 *et seq.*, 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 non-certified teachers as allowed under the State Department of Education regulations, either full or part time, of the Paw Paw School District, including classroom teachers, guidance counselors, librarians/media specialists, reading teachers, special education teachers, early childhood teachers, adult education teachers (High School Completion and GED), and alternative education teachers but excluding all administrative and executive personnel, program coordinators, substitute 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) References within this Agreement to "K-12" teachers shall include those bargaining unit members assigned to positions in K-12 High School, Middle School and Elementary levels who are not Community Education teachers. References within this Agreement to "Community Education" teachers shall include those bargaining unit members assigned to early childhood education, adult education and alternative education programs operated by the Community Education Department.

Section 2: The Board agrees it will not officially establish new positions (i.e. other than those identified in Section 1, above) 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 1 of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.201.

Section 2: The Board and the Association agrees that they 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 10 of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.210.

## **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 pay a fee to the Association, as a condition of employment, an amount determined by the Association in compliance with the requirements of law, 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. The collections shall not include any fees for funding of Political Action Committees, unless determined lawful. In the event that a teacher shall not pay such fee directly to the Association (or authorize payment through payroll deductions), as provided in this Article, the Board is authorized, as a condition of this Agreement and pursuant to the authority set forth in Section 7 of the Payment of Wages and Benefits Act, MCL 408.477, to payroll deduct mandatory service fees and remit same to the Association.

- (a) The procedure in all cases of non-payment of the service fee shall be as follows:
- (1) The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for involuntary wage deduction may be filed with the Board in the event compliance is not effected.
  - (2) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 3, above.
  - (3) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or has authorized payroll deduction of same.
  - (4) Payroll deductions made pursuant to the procedure outlined above shall be made at the times indicated in Section 9 of this Article.

Section 4: Nothing in this Article shall be interpreted or applied to require payroll deduction of employee contributions to political action committees or where otherwise prohibited by the Michigan Campaign Finance Act.

Section 5: Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures -- Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member

concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement.

Section 6: The Association represents that the amount of the service fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

Section 7: The Association will certify at least annually to the Board, fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said membership dues and the amount of service fee to be deducted by the Board.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures.

The Association agrees to promptly notify the Board in the event of a court order, an order of an administrative agency, or an arbitration award is rendered restricting the Association from implementing its agency fee objection policy, or from charging all or a portion of the service fee.

Section 8: 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 9: From the first paycheck of each month (September-June) from those employees who have 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 membership dues or service fees for the Association. Upon request from the Association, the Board will provide annually the current salary step information for each employee required for calculation of Association dues or fees. The amount of the deductions to be made by the Board as authorized by the employee shall be calculated and provided to the Board by the Association with the authorization for the deductions signed by the employee.

Section 10: 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 Section 15 of the Michigan Public Employment Relations Act Michigan Compiled Laws 423.215, 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 Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

## ARTICLE VII - EMPLOYMENT REQUIREMENTS

Section 1: No K-12 teacher shall be required to work more than seven and three-quarter ( $7\frac{3}{4}$ ) 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. Community Education teachers may elect either an on-duty paid lunch period with students or a duty-free unpaid lunch period.

- (a) While the Board recognizes that the optimum teaching load for K-12 teachers 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.
- (b) Teachers will be paid overload pay when assigned to teach on a regular basis or to serve as a substitute during what would otherwise be their planning period. Overload pay for a substitute or regular teaching assignment on a planning period shall be based on a numerator of one (1) and a denominator based on the number of instructional and preparation periods in a regular full-time teaching schedule. For example, if teachers are assigned five (5) instructional periods and one (1) planning period, the fraction for calculation of overload pay would be one-sixth ( $1/6$ ) of the teacher's regular per diem rate.  
  
If Directed Study or Supervision is offered at the Middle School, and a teacher is assigned to teach when he/she would otherwise be assigned to Directed Study or Supervision, overload pay shall be fifty percent (50%) of the amount yielded by the above formula.
- (c) Overload assignments will be posted as vacancies and will be awarded within the building where the overload exists according to certification, academic preparation, teaching experience, qualifications, and performance evaluations of the applicants. If it is determined that the above criteria are equal as to those applicants within a building for an overload assignment, the District shall award the most senior applicant the overload provided, further, that the overload opportunity is scheduled to occur on what would otherwise be the planning period or Directed Study/Supervision period of the applicant. This provision shall not be interpreted as limiting the Board's full discretion to place teachers in assignments of its choosing during layoffs and recalls, or the impact of layoffs or recalls.
- (d) All teachers in the K-12 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. K-12 secondary teachers normally will not be required

to have playground or lunchroom supervision. However, K-12 teachers may, as part of their daily schedule in lieu of a teaching period or classroom assignment, such as Channel One, supervise students in settings other than the classroom, such as the lunchrooms, playgrounds or the hallways. To the extent possible, such assignments will be made on a voluntary basis.

- (e) Community Education teachers will receive 10 minutes of paid, work-site planning time for every clock hour or class period (whichever is less) of assigned teaching time; and will be compensated at their regular rate for any time assigned to supervise students.

Community Education bargaining unit members with twenty (20) or more regularly assigned teaching clock hours per week will report five (5) minutes before their first scheduled class, and will remain five (5) minutes after their last scheduled class, and will be compensated at their regular rate for those intervals.

- (f) Secondary teachers, whose primary assignment is as counselor, are, at the request of their building administrator, required to work up to the equivalent of ten (10) additional days. These ten (10) days will be scheduled during the two weeks preceding the first teacher work day and two weeks following the last teacher work day unless mutually agreed to otherwise. Additionally, with mutual consent, these days may be scheduled in partial day increments. The salary for this additional time for K-12 teachers is set forth in Schedule B. The compensation for this additional time for Community Education teachers is at their regular rate.

- (g) K-12 teachers hired to teach special education are expected to remain in a special education teaching position for the duration of their probationary period unless otherwise agreed to between the teacher and administration

- (h) In K-12 elementary schools, physical education, music, art, library, recess or other similar curriculum time will be counted toward planning time. All full-time K-12 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) week 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.

- (i) K-12 elementary 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 K-12 building before the start of classes, they will be supervised by two (2) special teachers and two (2) classroom teachers for a total of four (4)

teachers. The teachers will supervise the students on a rotating basis. Paraprofessionals will also supervise the students.

- 2) During Recess - At the Early Elementary, 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. At the Later Elementary, when students are required to stay in the building during recess, they will be divided into three (3) groups and assigned to the A-P room for twenty (20) 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.]
  - 3) Community Education teachers will be compensated at their regular rate for any time assigned to supervision of students.
- (j) On days when no students are scheduled, K-12 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.
  - (k) On half (1/2) days and early release days, K-12 elementary teachers will have a five (5) minute break in the morning.
  - (l) The regular work day for K-12 teachers shall be as follows:

Early Elementary will be 8:05 a.m. – 3:50 p.m.\*

Later Elementary will be 8:05 a.m. – 3:50 p.m.\*

Middle School will be 7:30 a.m. - 3:15 p.m.

High School will be 7:30 a.m. - 3:15 p.m.

\*On staff meeting days, the schedule shall be 8:00 a.m. to 3:45 p.m.

The Board has the right to alter the above beginning and ending times of the regular work day for K-12 teachers by up to twenty (20) minutes. In the event that the Board determines that it is necessary to alter the beginning and ending times of the regular work day, as described above, it shall do so only at a semester, shall provide the Association with not less than thirty (30) days notice and schedule a meeting with the Association to discuss the possible effects of the new schedule. However, no alteration shall increase the length of the teacher work day beyond the number of work hours specified in Section 1 of this Article.

A teacher and his/her building administrator may agree to an alternate work schedule provided that the teacher's obligation shall not be less than the number of work hours specified in Section 1 of this Article and, further, that the teacher shall make necessary adjustments to the alternate work day in order to accommodate the teacher's attendance at parent meetings, IEPC meetings or staffing, and building meetings that occur outside of the alternate work day.

- (m) When an assembly takes place during a period of time where a K-12 elementary teacher's students would normally be supervised by a "special" teacher, the 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. Community Education elementary level teachers will be provided with planning time equal to planning time missed for student assemblies or on site activities.

Section 2: In K-12 buildings, by the first week of each month, a time will be set aside for two (2) faculty meetings during the month. An additional special faculty meeting may be called by the administration during the teachers' work day upon two (2) days prior notice of such meetings. The purpose of the special faculty meetings is to conduct activities which are urgent and cannot be conducted during regular staff meetings. In no event shall more than three (3) faculty meetings, (including a special meeting), 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 time be made up pursuant to the laws, rules and regulations promulgated by the state. Teachers will be required to make up all time as required by the State.

- (a) All make up time shall be added to the end of the previously agreed upon calendar except for the time made up on the mid-winter break. When make up time is added to the end of the year, the end of the year will follow the same format as the original calendar.
- (b) When it is known that the equivalent of one (1) or more days must be made up prior to two (2) weeks before mid-winter break, mid-winter break will be used as a make up day.
- (c) Further, the parties have agreed that if any school days are canceled during the final examinations at the end of either the first or second semester, the exam schedule shall be moved back and the flexible teacher work day at the end of the first semester and the flexible teacher work day and the flexible professional development days at the end of the school year shall be rescheduled accordingly.
- (d) If school is delayed during final examinations at the end of either the first or second semester, the exam schedule will be shifted by the length of the delay.
- (e) The parties have also agreed that if, during any year of this Agreement, it is necessary to make up the equivalent of less than one (1) day or more than five (5) days of school, the parties will meet and confer and explore the options available as to rescheduling those days at other times during the school year.

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.

Section 6: 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.

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

#### 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) Grades K-3: 25
  - (2) Grades 4-5: 28
  - (3) Grades 6-12: 30
  - (4) In skill subjects in grades 6-12, class size shall be limited to a number which allows for safe operation.

- (5) Community Education: 25
  - (6) Academic lab classes and activity based classes in Community Education shall be staffed so that the ratio of students to adult supervisors (including the assigned teacher) does not exceed 25:1.
  - (7) Community Education Alternative High School: 25  
Community Education Alternative Middle School: 18
- (b) In the Early Elementary and Later Elementary Schools, if average class size across a grade level is more than the optimal number identified in (a) above, the Board agrees to provide a combined total of ten (10) hours of aide time per week for assistance to those teachers in that grade level who so request such assistance. This time must be scheduled in advance with the building administrators who shall be permitted to assign time as they believe 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 6-12 classes exceed the optimum numbers set out in subsection (a) above, then the matter shall be referred to the building principal 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 Board of Education for an ultimate decision on the issue. The Board's decision will be final, and not subject to the grievance process.

## 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 paraprofessional classroom duties. After assignment to classroom work by the building administrator, as required in Article VIII, Class Size, the aide shall do those paraprofessional 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. Where these conditions do not exist in facilities where Community Education programs are operated, the administration will confer with staff regarding necessary accommodations.

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 K-12 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. Community Education teachers shall be issued keys as possible and appropriate, based upon their assignment site(s).

Section 6: The principals or administrator of each building involved with a traveling teacher shall include that traveling teacher in the preparation of the traveling teacher's schedule.

### ARTICLE X

The language in Article X has been removed as a "prohibited subject" pursuant to PA 103 of 2011, but is included as Attachment A to the August 9, 2011 Letter of Understanding between the parties. Should the bargaining unit include non-certified professionals, the language remains in effect for them.

### ARTICLE XI - JOB SHARING

Section 1: In order to provide flexible scheduling, the concept of job sharing can be implemented by 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: Compensation: The District will pay each teacher participating in a job sharing assignment one-half (1/2) of the participants' appropriate rate of compensation or said compensation shall be prorated in accordance with the percentage of time worked if other than one-half (1/2). All benefits for which the participants are eligible under the Collective Bargaining Agreement shall be prorated on the basis of time worked. Participants who are otherwise eligible to enroll in dental insurance must agree to enroll for dental insurance with a resulting payroll deduction.

Section 4: Annual Increases: Teachers assigned to job sharing shall progress one (1) increment annually.

Section 5: 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 6: A K-12 teacher 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 for K-12 teachers.



A Community Education teacher participating in a job-sharing arrangement who is requested by the administration to be in attendance at staff meetings, professional development or other meetings outside the regular work day, shall be compensated at his/her regular hourly rate for the performance of those services.

## ARTICLE XII – CERTIFICATION AND QUALIFICATIONS

Portions of the language in Article XII have been removed as a “prohibited subject” of bargaining pursuant to PA 103 of 2011, but are included in Attachment A to the August 9, 2011 Letter of Understanding between the parties. Should the bargaining unit include persons covered by the Tenure Act, the language remains in effect for them.

### Section 1: Qualifications

(a) “Certified” is defined as the extent and limitations of the endorsement(s) listed on the teacher’s current, valid certificate issued by the Michigan Department of Education.

(b) “Qualified” shall be defined as:

For positions at the elementary, middle school, and high school level, and for which state or federal standards exist, teachers must meet the definition of “highly qualified” in accordance with federal legislation as defined by the Elementary and Secondary Education Act (ESEA), the state legislation, and the rules and regulations as defined by the Michigan Department of Education.

(c) In addition, the following qualification 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.
Music	Vocal	Major concentration in vocal performance area as indicated on college transcript.
Physical Education		Major
Art		Major

Media	Media Center; Technology Coordinator	Michigan teaching certificate and must also possess demonstrated ability and experience in information literacy and technology integration.
Counseling		Masters Degree in counseling.
Kindergarten		Must hold a ZA endorsement or have previous kindergarten teaching experience.
Early Childhood (Young 5; GSRP)		Must hold a valid teaching certificate with a ZA endorsement or a Child Development Associate credential (CDA); or a Bachelors Degree in Child Development with a specialization in pre-school teaching.

- (d) Special Education - Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
- (e) 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 thirty (30) 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.
- (1) It is understood that a teacher who is certified but not qualified for an assignment in the next school year (because his/her assignment is being eliminated) and who is certified but not qualified for the prospective assignment will be regarded for assignment purposes to be qualified for the prospective assignment if:
- (i) the teacher has at least eighteen (18) semester hours in the subject area of the prospective assignment; and
  - (ii) the teacher achieves the qualifications for the assignment not later than the first teacher work day of the school year in which the prospective assignment commences.

A teacher not meeting the above conditions will be subject to immediate layoff, irrespective of the notice provisions of Section 4 of this Article.

- (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 2: Any teacher in the K-12 seniority classification who would have qualified for retirement under Section 81 of the Michigan Public School Employees Retirement Act during the school year in which he/she would otherwise be laid off under this Article, shall be permitted to teach that year so as to acquire needed MPSERS service credit. Alternatively, the Board and the teacher may agree that the teacher may resign in exchange for the Board purchasing for the teacher one (1) year of service credit under the Michigan Public School Employees Retirement Act. This provision may be invoked only once by a teacher, and is limited to the school year in which the teacher first becomes eligible for retirement under the conditions set forth in Section 81 of the Michigan Public School Employees Retirement Act.

Section 3: Teachers in the K-12 seniority classification subject to lay off for the following school year shall receive fringe benefits during the summer months.

Section 4: A laid off bargaining unit member in the K-12 seniority classification 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.

### ARTICLE XIII – SENIORITY

Section 1: 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.

- (e) Effective January 1, 1995, all newly hired employees (including administrators), during the time they are not in the Association's bargaining unit, will not accrue teacher seniority or credit on the salary and longevity schedules.
- (f) Teachers hired on or after January 1, 1995, will have their teacher seniority and credit on the salary and longevity schedules frozen and held in abeyance if they transfer from the Association's bargaining unit to an administrative position in the Paw Paw District.
- (g) Administrators and teachers hired prior to January 1, 1995, will be "grandparented" and will continue to accrue teacher seniority and credit on the salary and longevity schedules.

#### ARTICLE XIV - SICK LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted to each K-12 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 K-12 probationary teacher at the beginning of each semester of employment, not to exceed ten (10) days in any one year.

Community Education teachers will be allocated sick leave each semester in an amount equal to the number of weekly hours they are scheduled to teach in that semester. For example, a teacher scheduled to teach 25 hours per week would be allocated 25 hours of sick leave for that semester. These hours will be computed for the first semester within two weeks of the fall state aid membership count day and again within two weeks after the beginning of the second semester.

Sick leave may be used by teachers in case of necessary absence due to:

- (a) Personal illness/medical appointments of the teacher. Teachers will make their best effort to try to schedule appointments at the times that do not conflict with teaching duties.
- (b) Illness/medical appointments of the teacher's immediate family, to include spouse, son, stepson, daughter, stepdaughter, mother, stepmother, father, stepfather, mother-in-law, or father-in-law 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 forty-eight (48) hours of such illness or, in extraordinary cases, as soon as practicable.

- (c) Teachers may use sick leave for absence caused by physical incapacity, including incapacity of the teacher resulting from 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.
- (d) Up to five (5) days of sick leave may be used for the care of a newborn child.

Section 2: Unused sick leave shall be allowed to accumulate for each K-12 teacher to a maximum of one hundred fifty-five (155) days. Unused sick leave for Community Education teachers shall be allowed to accumulate to 775 hours. Community Education teachers shall be entitled to credit for accumulated sick leave hours accrued by them prior to the ratification of contract provisions amended as a result of their accretion to the bargaining unit.

- (a) K-12 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.
- (c) Should a teacher be transferred from Community Education to a K-12 position, his/her accumulated sick leave shall be converted from hours to days, based on five (5) Community Education hours equaling one (1) K-12 work day. Should a teacher be transferred from a K-12 position to Community Education, his/her accumulated sick leave shall be converted from days to hours, based on the number of regular work hours then established in this Agreement for the K-12 work day. If this conversion yields more than 775 hours, the teacher shall be entitled to retain those excess accumulated hours for future use, notwithstanding the 775 hour accumulation limit established above for Community Education bargaining unit members.

Section 3: The Board will provide payment for unused sick days as follows:

- \$40.00 per day if the teacher submits his/her notice before October 30 for a resignation as a bargaining unit member at the end of the first semester or March 30 for a resignation at the end of the school year.
- \$30.00 per day if the teacher submits his/her notice before December 15 for a resignation at the end of the first semester or June 30 for a resignation at the end of the school year.

To be eligible for payment, the teacher must have been employed by the District for 15 years or must retire under the eligibility requirements of MPSERS.

To be eligible for payment, notification for mid-semester resignations must be made by the dates specified in the previous semester.

Section 4: 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 5: 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 6: When a teacher is absent as a result of an injury compensable under the Michigan Workers' Disability 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. A fractional deduction shall be made from the teacher's sick leave accumulation to reflect payment of this differential.

Section 7: 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.

Section 8: To the extent required by the Family and Medical Leave Act (FMLA), an eligible bargaining unit member under that Act shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under FMLA, the Board shall likewise enjoy all rights afforded it by FMLA, whether or not the same are specifically enumerated in this Agreement. This provision does not confer upon bargaining unit members greater rights or benefits than those for which they may be eligible under FMLA, unless such rights or benefits are specifically stated in this Agreement.

Eligible teachers are able to take twelve (12) unpaid work weeks of FMLA leave during a twelve (12) month period upon written application.

For purposes of the Family and Medical Leave Act, sick leave for which a teacher is eligible under this Article shall be charged against the teacher's FMLA leave entitlement, at the election of either the Board or the teacher. This shall apply to:

- (a) sick leave which is utilized under Section 1 of this Article to care for a teacher's child, spouse or parent with a serious health condition, including where the teacher must make arrangements for necessary medical and/or nursing care; and
- (b) sick leave which is utilized under Section 1 of this Article due to a serious health condition of the teacher which renders the teacher unable to perform the essential functions of his/her job; and

- (c) sick leave allocated under Article XIV Section 1 for care of a newborn child or Article XV Section 1 for care of newly adopted child.

However, the Board shall not substitute paid leave for the teacher's FMLA leave unless the teacher has been absent for six (6) or more consecutive work days for a purpose covered by FMLA.

Teachers utilizing FMLA leave shall provide written notice of their intention to take leave at least thirty (30) days prior to the date on which leave is to commence where the leave for leave is foreseeable. Where the need for FMLA leave is not foreseeable, the teacher must provide written notice to the Superintendent as soon as practicable. The notice shall include the anticipated beginning and ending dates for the leave.

When a teacher returns from FMLA leave, the Board will place the teacher in the assignment originally held by the teacher at the time that leave commenced. If that position does not exist, the teacher will be restored to a bargaining unit assignment for which he/she is certified and qualified, and for which he/she possesses sufficient seniority. This shall be regarded as restoration to an equivalent position for purposes of FMLA.

#### **ARTICLE XV – ADOPTION LEAVE**

Section 1: A teacher shall be granted up to thirty (30) days per child to be deducted from accumulated sick leave for the adoption of a child. If both parents of the adopted child are employees in the District, either one but not both may request the leave. The leave may be taken if the adopted child is in the teacher's home for the majority of the school day. The leave time may be used for travel to acquire an identified child in addition to post-adoption bonding with that child.

Section 2: For an adoption that occurs during summer recess, leave days granted will be reduced by the number of week days that precede the first teacher work day of the following school year.

Section 3: Adoption following foster care of the child is excluded.

#### **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 teachers present spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, grandparents and step-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 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. One (1) day will be with no deductions and four (4) days deducted from sick days.

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, a subpoenaed witness, or in 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, or when the teacher is a plaintiff or defendant or a relative of the plaintiff or defendant.

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) Teachers shall not utilize personal leave on non-student days (i.e., professional development days) or partial student days except in cases of emergencies or to conduct business that cannot be conducted at a different time.
- (c) 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 enclosed.)



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 XIV 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, if in existence. If the teacher's former position is no longer in existence, the teacher shall be returned to a position for which he/she is certified and qualified and for which he/she possesses sufficient seniority.

Section 2: Teachers will be granted leave of up to one (1) year in case of child care or adoption. This leave may be further extended at the discretion of the Board. 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, if in existence. If the teacher's former position is no longer in existence, the teacher shall be returned to a position for which he/she is certified and qualified and for which he/she possesses sufficient seniority.

Section 3: Teachers who enter the military service 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 Uniformed Services Employment and Reemployment Rights Act and other applicable law then effective.

Section 4: 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, except with regard to military service leaves. This provision became effective on February 21, 1983.

Section 6: Teachers granted leaves provided for in Section 3 and Section 4 of this Article shall, upon return to duty, receive credit during the period of such leave in determining their position on the salary schedule.

Section 7: The Board may require a teacher returning from a leave to submit to a physical or psychological assessment by an appropriate practitioner selected by the Board, in consultation with the teacher, for purposes of:

- (a) Verifying a teacher's eligibility for leave taken for purposes of illness or disability;
- (b) Assessing a teacher's fitness for return to duty from a leave of absence taken for purposes of illness or disability;
- (c) Implementing the provisions of the Family and Medical Leave Act.

The Board shall pay the cost of any physical or psychological assessment is requires under this provision. A copy of the assessment results shall be given to the teacher and, if requested by the teacher, to the Association.

#### 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. However, during the years the Association is bargaining, the maximum number of teachers that can be on leave at any one time will increase from three (3) to five (5).

## ARTICLE XX - PROTECTION OF TEACHERS

A portion of Section 3 and old Section 7 in Article XX have been removed as a “prohibited subject” of bargaining pursuant to PA 103 of 2011, but are included in Attachment A to the August 9, 2011 Letter of Understanding between the parties. Should the bargaining unit include persons not covered by the Tenure Act, the language remains in effect for them.

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: Each teacher shall, upon request, have the opportunity to review the contents of his/her own personnel file excluding those items excluded from the definition of a “personnel record” in the Bullard-Plawecki Employee Right to Know Act. A representative of the Association may, at the teacher’s written request, accompany the teacher in this review.

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' Disability 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 Revised School Code. 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.

### **ARTICLE XXI - TEACHER EVALUATION AND TENURE**

The Association recognizes the right and responsibility of the Administration to evaluate the performance of Teachers, and to visit the classrooms as deemed appropriate.

### **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 (or program director) 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, a K-12 teacher shall receive compensation in the amount of one-sixth (1/6th) of his/her daily salary. Teachers in Community Education shall receive their regular rate of compensation for such services. This Section shall apply in like manner to school librarians and guidance counselors.

### **ARTICLE XXIII – 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 cycle for the constant review and upgrading of curriculum and materials used in Pre-K - Adult Education.

The district Curriculum Council will be composed of the chairperson of each K-12 subject area committee, building principals, building NCA/school improvement chairs, and the superintendent and his/her designee.

K-12 committees representing the curricular disciplines will be accountable to the Council. The committees will include at least one (1) representative from each K-12 building, at least one (1) representative from the Community Education program, and at least one (1) 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.

## ARTICLE XXIV - 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. During the summer recess, the term "days" shall mean Monday through Friday, with the exception of legal holidays. 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 ten (10) 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 ten (10) days after discussion with the principal or the designated representative. Within five (5) 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 ten (10) days of such meeting, and shall furnish a copy thereof to the Association.

Section 4: **STEP THREE.** If the grievance is not satisfactorily settled at Step Two, the grievance shall be transmitted within ten (10) days by the Association to the Superintendent or his/her designated representative with a full statement as to why the disposition of position the principal was not satisfactory.

Within five (5) days of the receipt of the appeal, 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 ten (10) days of such meeting and shall furnish a copy thereof to the Association. 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 ten (10) 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 ten (10) days after the decision of the Superintendent is given or is required to be given if none is given.

The Board shall hear the grievance at the next regular Board meeting or within ten (10) days, whichever shall be later. The disposition of said grievance shall be made by the Board in writing at its next regular meeting or no later than ten (10) 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 termination of services or failure to re-employ any teacher to a position on the extracurricular 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 XXV- 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 calendars are a part of this Contract and are 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.

Section 12: The Board and Association have agreed that the Board may implement electronic depositing.

#### **ARTICLE XXVI- MENTOR TEACHER**

Section 1: The building principal or program director, as applicable, and an Association representative shall appoint a person who qualifies (or persons who qualify) under Section 1526 of the Revised School Code, Michigan Compiled Laws 380.1526, 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.



Section 2: Every reasonable effort shall be made to match K-12 mentor teachers and K-12 mentee teachers who work in the same building and have the same area of certification. For Community Education teachers, the administration and an Association representative shall either appoint a mentor or will accomplish mentoring through a collective process within the faculty.

Section 3: 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.

Section 4: Upon request, the administration may provide release time so that a K-12 mentor may work with the mentee in his/her assignment during the regular work day. When possible, a K-12 mentor and mentee will be assigned a common preparation time.

Section 5: Each K-12 mentor shall be compensated at the rate per Appendix A, Schedule B each year for his/her services. It is understood 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.

Community Education mentors and mentees will be paid at their regular hourly rate for any mentoring activities that have prior administrative approval and which take place outside of the regular work hours of the mentor or the mentee.

Section 6: 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.

### **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 for developing and implementing the above-mentioned programs.

Section 3: 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 4: 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 5: 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 17th of August, 2011, and the terms and provisions thereof shall remain in full force and effect through July 31, 2013.

VBCCEA/PPEA/MEA-NEA

By:   
PPEA Representative

Date: 9/14/2011

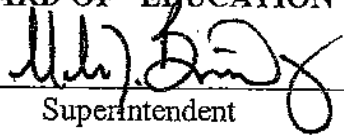
By:   
PPEA Representative

Date: 9-14-11

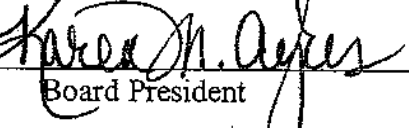
By:   
VBCCEA Representative

Date: 9/14/2011

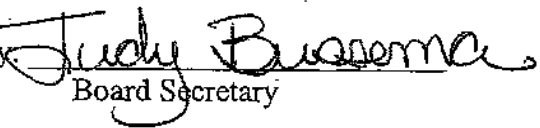
PAW PAW PUBLIC SCHOOLS  
BOARD OF EDUCATION

By:   
Superintendent

Date: 9.14.11

By:   
Board President

Date: 9-14-11

By:   
Board Secretary

Date: 9-14-11

**APPENDIX A**  
**Schedule A 2011-12, 2012-2013 K-12 Teacher Salary Schedule**

<u>Years of Experience</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
0.0	\$ 34,218	\$ 36,928	\$ 38,619
0.5	34,936	37,723	39,415
1.0	35,653	38,516	40,207
1.5	36,403	39,344	41,037
2.0	37,151	40,173	41,864
2.5	37,931	41,037	42,728
3.0	38,712	41,900	43,592
3.5	39,525	42,801	44,492
4.0	40,337	43,702	45,394
4.5	41,185	44,641	46,334
5.0	42,032	45,581	47,273
5.5	42,914	46,561	48,252
6.0	43,797	47,542	49,232
6.5	44,718	48,563	50,253
7.0	45,637	49,585	51,277
7.5	46,597	50,651	52,342
8.0	47,552	51,717	53,409
8.5	48,551	52,830	54,521
9.0	49,551	53,943	55,633
9.5	50,590	55,099	56,793
10.0	51,632	56,262	57,953
10.5	52,716	57,469	59,161
11.0	53,799	58,681	60,373
11.5		59,942	61,635
12.0		61,204	62,894

Plus longevity amounts as follows for years specified:

13.0	1,883		
14.0	1,883	2,142	2,201
15.0	3,228	3,672	3,774
16.0	3,228	3,672	3,774
17.0	3,228	3,672	3,774
18.0	3,228	3,672	3,774
19.0	3,228	3,672	3,774
20.0	4,035	4,590	4,717
21.0	4,035	4,590	4,717
22.0	4,035	4,590	4,717
23.0	4,035	4,590	4,717
24.0	4,035	4,590	4,717
25.0	4,438	5,049	5,189
26.0	4,438	5,049	5,189
27.0 and above	5,380	6,120	6,289

**BA Scale:** Longevity payment will commence at the beginning of the semester the teacher enters his/her thirteenth (13), fifteenth (15), twentieth (20), twenty-fifth (25) or twenty-seventh (27) year.

**MA and MA+ Scale:** Longevity payment will commence at the beginning of the semester the teacher enters his/her fourteenth (14), fifteenth (15), twentieth (20), twenty-fifth (25) or twenty-seventh (27) year.

## APPENDIX A – SCHEDULE A

Section 1: Longevity. The following longevity steps are applicable to each K-12 and Community Education teacher who has been employed in the District as a teacher for the years designated.

	<u>2011-2013</u>
13, 14 years (B.A.)	3.50%
14 years (M.A.)	3.50%
15 years	6.00%
20 years	7.50%
25 years	8.25%
27 years or above	10.00%

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

(Approved leaves of absences shall not be deducted for purposes of longevity eligibility.)

Section 2: K-12 Teacher Eligibility for MA +30

- a. Graduate semester hours and state approved CEUs must be earned after the teacher earns his/her MA 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 MA and MA +30 (K-12 teachers only) Schedules – Teachers must notify the Superintendent's Office on a form provided by the Board if they anticipate being eligible to move to the MA or MA +30 (K-12 teachers only) 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 and for direct deposit to financial institutions.

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: Effective January 1, 1995, credit on the K-12 salary schedule or Community Education wage scale (as applicable) for the part-time teachers and administrators will be granted on the following basis:

- a. Half (1/2) time or more K-12 bargaining unit members will be granted full credit.
- b. Less than half (1/2) time K-12 bargaining unit members will be granted half (1/2) credit.
- c. Community Education bargaining unit members will advance on the wage scale regardless of their status as full-time or part-time except when prohibited by law.

Section 7: Wages:

- a. 2011-12:  
Full steps, column movement allowed, zero percentage change from 2010-11. \$500.00 off-schedule payment for all members beyond "steps." Community Education employees shall receive steps, with full-time members receiving a \$100.00 off-schedule payment (pro-rated for part-time employees). Full-time employees are those working 30 hours a week or above.
- b. 2012-13:  
Same as 2011-12, except \$700.00 off-schedule payment for all members beyond "steps." Community Education employees shall receive steps, with full-time members receiving a \$125.00 off-schedule payment (pro-rated for part-time employees.) Full-time employees are those working 30 hours a week or above.

**APPENDIX A-1**  
**2011-12, 2012-13 COMMUNITY EDUCATION TEACHER WAGE SCALE**

<b><u>Years of Experience</u></b>	<b><u>Bachelor's Degree</u></b>	<b><u>Master's Degree</u></b>
Start	\$23.64	\$24.01
One Year	\$24.81	\$25.20
Two Year	\$25.00	\$25.40
Three Year	\$25.17	\$25.58
Four Year	\$25.32	\$25.73
Five Year	\$25.48	\$25.88
Six Year	\$25.55	\$25.95
Seven Year	\$25.63	\$26.00
Eight Year	\$25.74	\$26.17
Nine Year	\$25.90	\$26.31
Ten Year	\$26.04	\$26.47
Eleven Year	\$26.20	\$26.63
<b>Curriculum Writer</b>	<b>Per Appendix A, Schedule B</b>	

**APPENDIX A**  
**SCHEDULE B – EXTRACURRICULAR NON-COACHING**  
**SALARY SCHEDULES**

	Percent*** of BA-0	2011-12 and 2012-13
Annual Sponsor High School	7.75%	\$ 2,652
Annual Sponsor Middle School	3.50%	1,198
Band Director High School	9.50%	3,251
Band Director Middle School	3.00%	1,027
Before & After School Year Counselor		Pay Their Hourly Rate
Building North Central Chairperson		1,223
Camp Coordinator (3)	1.50%	513
Camp Supervision – Per Teacher	1.75%	599
Choral Director High School	6.50%	2,224
Choral Director Middle School	3.25%	1,112
Class Sponsor - Freshman (2)	1.00%	342
Class Sponsor - Sophomore (2)	1.00%	342
Class Sponsor - Junior (2)	2.75%	941
Class Sponsor – Senior (2)	1.50%	513
Computer Technician High School	16.67%	5,704
Curriculum Council Chairperson	1.75%	599
Curriculum Writer		Substitute Teacher Rate
Debate Coach	1.50%	513
Dramatics High School	3.50%	1,198
Dramatics Middle School	2.00%	684
Driver's Education		\$24.55/hour
Forensics	1.50%	513
Key Club	1.00%	342
Math Team Coach Middle School	1.00%	342
Mentor Teacher	1.00%	342
Musical Director-High School	4.75%	1,625
Musical Director Assistant	3.25%	1,112
National Honor Society (2)	2.00%	684
Quiz Bowl Coach High School	1.00%	342
SADD Sponsor	1.00%	342
Safety Patrol	1.25%	428
School Newspaper High School	4.25%	1,454
School Newspaper Middle School	4.00%	1,369
Science Olympiad Head Coach High School	2.00%	684
Science Olympiad Head Coach Middle School	2.00%	684
Science Olympiad Asst Coach High School (up to two positions)	1.50%	513
Science Olympiad Asst Coach Middle School (up to two positions)	1.50%	513
Student Council High School	7.00%	2,395
Student Council Middle School	6.00%	2,053
Subject Area Chairperson	3.50%	1,198
Subject Area Committee Member	1.00%	342
Summer School/Before & After School Day/Tutoring/Weekends		\$27.81/hour
A teacher shall give his/her consent to his/her assignment as a class or organization sponsor		

**APPENDIX A**  
**SCHEDULE C – COACHING**  
**2011-12, 2012-13**

	LEVEL I		LEVEL II		LEVEL III	
	NOT-CAP		CAP Level 1 and 2		CAP Level 3 and 4	
<b>HIGH SCHOOL VARSITY</b>						
Baseball	9.50%	\$ 3,251	10.00%	\$ 3,422	11.00%	\$ 3,764
Boys Basketball	14.50%	4,962	15.00%	5,133	16.00%	5,475
Girls Basketball	14.50%	4,962	15.00%	5,133	16.00%	5,475
Cheerleading/ Competitive	4.50%	1,540	5.00%	1,711	6.00%	2,053
Boys Cross Country	8.50%	2,909	9.00%	3,080	10.00%	3,422
Girls Cross Country	8.50%	2,909	9.00%	3,080	10.00%	3,422
Football	14.50%	4,962	15.00%	5,133	16.00%	5,475
Golf	8.50%	2,909	9.00%	3,080	10.00%	3,422
Cheerleading/Sideline (per season)	4.50%	1,540	5.00%	1,711	6.00%	2,053
Boys Soccer (Fall)	9.50%	3,251	10.00%	3,422	11.00%	3,764
Girls Soccer (Spring)	9.50%	3,251	10.00%	3,422	11.00%	3,764
Softball	9.50%	3,251	10.00%	3,422	11.00%	3,764
Boys Tennis	8.50%	2,909	9.00%	3,080	10.00%	3,422
Girls Tennis	8.50%	2,909	9.00%	3,080	10.00%	3,422
Boys Track	9.50%	3,251	10.00%	3,422	11.00%	3,764
Girls Track	9.50%	3,251	10.00%	3,422	11.00%	3,764
Volleyball	12.50%	4,277	13.00%	4,448	14.00%	4,791
Wrestling	12.50%	4,277	13.00%	4,448	14.00%	4,791
<b>ASSISTANT</b>						
Cross Country	5.00%	1,711	5.50%	1,882	6.00%	2,053
Football (2)	8.00%	2,737	8.50%	2,909	9.00%	3,080
Boys Tennis	5.00%	1,711	5.50%	1,882	6.00%	2,053
Girls Tennis	5.00%	1,711	5.50%	1,882	6.00%	2,053
Boys Track	6.00%	2,053	6.50%	2,224	7.00%	2,395
Girls Track	6.00%	2,053	6.50%	2,224	7.00%	2,395
Wrestling	7.00%	2,395	7.50%	2,566	8.00%	2,737
<b>JUNIOR VARSITY</b>						
Baseball	6.00%	2,053	6.50%	2,224	7.00%	2,395
Boys Basketball	9.00%	3,080	9.50%	3,251	10.00%	3,422
Girls Basketball	9.00%	3,080	9.50%	3,251	10.00%	3,422
Cheerleading/season	3.00%	1,027	3.50%	1,198	4.00%	1,369
Football (2)	8.00%	2,737	8.50%	2,909	9.00%	3,080
Boys Soccer (Fall)	6.00%	2,053	6.50%	2,224	7.00%	2,395
Girls Soccer (Spring)	6.00%	2,053	6.50%	2,224	7.00%	2,395
Softball	6.00%	2,053	6.50%	2,224	7.00%	2,395
Volleyball	7.00%	2,395	7.50%	2,566	8.00%	2,737



	LEVEL I		LEVEL II		LEVEL III	
	NOT-CAP		CAP Level 1 and 2		CAP Level 3 and 4	
<b>FRESHMAN</b>						
Boys Basketball	8.00%	\$ 2,737	8.50%	\$ 2,909	9.00%	\$ 3,080
Girls Basketball	8.00%	2,737	8.50%	2,909	9.00%	3,080
Cheerleading/season	3.00%	1,027	3.50%	1,198	4.00%	1,369
Football (2)	8.00%	2,737	8.50%	2,909	9.00%	3,080
Volleyball	7.00%	2,395	7.50%	2,566	8.00%	2,737
<b>HS Intramural Director</b>	6.00%	2,053	6.50%	2,224	7.00%	2,395
<b>MIDDLE SCHOOL</b>						
7th Grade Football	6.00%	2,053	6.50%	2,224	7.00%	2,395
8th Grade Football	6.00%	2,053	6.50%	2,224	7.00%	2,395
Football Assistant	4.00%	1,369	4.50%	1,540	5.00%	1,711
7th Boys Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
7th Girls Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
8th Boys Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
8th Girls Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
Cheerleading	2.00%	684	2.50%	855	3.00%	1,027
Boys Tennis	3.00%	1,027	3.50%	1,198	4.00%	1,369
Girls Tennis	3.00%	1,027	3.50%	1,198	4.00%	1,369
Boys Track	4.00%	1,369	4.50%	1,540	5.00%	1,711
Girls Track	4.00%	1,369	4.50%	1,540	5.00%	1,711
7th Volleyball	5.00%	1,711	5.50%	1,882	6.00%	2,053
8th Volleyball	5.00%	1,711	5.50%	1,882	6.00%	2,053
Wrestling	5.00%	1,711	5.50%	1,882	6.00%	2,053
<b>MS Intramural Director</b>	6.00%	2,053	6.50%	2,224	7.00%	2,395

**APPENDIX A**  
**SCHEDULE C - Coaching**

1. The percentage is based on the beginning step (0-step) of the BA schedule.
2. Level I - Teachers who are not CAP certified at least at Levels 1 or 2.  
  
Level II – Teachers who are CAP certified at both Levels 1 and 2 but not at Levels 3 and 4.  
  
Level III – Teachers who are CAP certified at both Levels 3 and 4 but not at levels 5 and 6.  
  
However, a teacher who attained PACE Level 3 and who held a Schedule C class assignment in 2009-2010 and was compensated at Level 2 or Level 3 of Appendix A, Schedule C in 2009-2010 shall remain at Level 2 or Level 3 (as applicable) irrespective of CAP level.
3. Girls and Boys Track/Cross Country - In cases when one head coach is assigned to both girls and boys track or cross country, the coach will be paid one and half (1.5) times the head coach rate.
4. Cheerleading – A coach who coaches more than one group of cheerleading squads will have a stipend negotiated between the coach and the administration.
5. Middle School Football – In the case when one head coach is assigned to 7<sup>th</sup> and 8<sup>th</sup> grade football, the head coach will be paid one and one-half (1-½) times the head coach rate.
6. Nothing contained herein shall guarantee that the above positions shall be filled nor prohibit the addition of personnel in any capacity.
7. After 10 consecutive years of coaching the same sport in the District, the percentage will be based on the beginning step (0-step) of the MA Schedule. Coaches who have consecutive experience in the same sport shall have those years counted toward the 10 year requirement.

## APPENDIX A

### **SCHEDULE D**

#### **Insurance, Options, TDA and TDP Deductions**

##### Section 1: Insurance Benefit Package:

Insurance benefits for K-12 teachers shall be provided through the Van Buren County Consortium; employees may choose any consortium product (highest cost premium \$1,751.12 for full family, \$1,539.10 for a two person subscriber, and \$711.42 for a single subscriber). If there is no consortium, the association shall select a product where the total monthly premium shall not exceed \$1,751.12 for full family subscriber, \$1,539.10 for a two-person subscriber, and \$711.42 for single subscriber. The bargaining unit chooses the carrier and coverage.

2011-12: bargaining unit members pay 15% of the premium (inclusive of health, vision, dental life, and LTD). Members contribute 15% toward Pak B.

2012-13: all members pay 15% of the premium (inclusive of health, vision, dental, life, and LTD). Members contribute 15% toward Pak B.

No use of a Composite Rate.

Insurance benefits for K-12 teachers shall be provided through a MESSA PAK with the Board paying ninety percent (90%) of the monthly health insurance portion of the premium of PAK A and the full premium for PAK B. Teachers who select PAK A or PAK B shall be responsible for their portion of the premium through payroll deduction. for their portion ten percent (10%) of the health insurance portion of the PAK A premium.

Community Education teachers will not qualify for board premium contributions toward insurance programs or benefits. However, Community Education teachers will, subject to the underwriting rules of the insurance carrier, be allowed to purchase health benefits at the group rate available to K-12 teachers. Community Education teachers enrolling in health benefit programs shall be entirely and exclusively responsible for premiums required to maintain coverage for themselves and, if elected, their eligible dependents.

Community Education teachers who elect to enroll in insurance programs shall authorize payroll deduction for premium amounts required to maintain coverage. If wage amounts are insufficient to cover premium expense, Community Education teachers are responsible to make payment of any balance of the premium amount owed to the Business Office on or before the 15<sup>th</sup> of any month in which enrollment is maintained. The Board will allow Community Education teachers to remit their premiums and any other allowable expenditures through a flexible benefits plan established and maintained by the Board.

**MESSA PAK A (September 2011-October 2011)**

<u>Health:</u> Choices II PPO; \$100 deductible; \$100/ \$200 deductible (effective July 1, 2010); \$10 office visit co-pay \$5/\$10 Rx Co-pay Preventative Care Rider	<u>Life:</u> \$20,000 Life with AD&D	<u>Vision:</u> VSP2 – Silver	<u>Dental:</u> 80/80/80: \$1,000 (Class I, II, IIIA) 80: \$800 Class IV Lifetime maximum Sealants – Yes
<u>LTD:</u> 60% of Maximum Monthly Eligible Salary \$5,000 monthly max. 90 Calendar Day Modified Fill Alcoholism/Drug Waiver			
2 Year Own Occupation 5% Minimum Payout Pre-Existing Condition Waiver No Freeze on Offsets			

**MESSA PAK B (September 2011-October 2011)**

<u>Medical:</u> None	<u>LTD:</u> Same as PAK A	<u>Life:</u> Same as PAK A	<u>Vision:</u> Same as PAK A	<u>Dental:</u> Same as PAK A
-------------------------	------------------------------	-------------------------------	---------------------------------	---------------------------------

- (a) The Board will provide a payment of \$150 per month to any eligible K-12 bargaining unit member who does not take the hospital/medical insurance program. Such sum shall be in the form of cash according to the Board's Cafeteria Plan which is required by Section 125 of the IRS Code. That amount will increase according to the following schedule:
- |                     |                 |
|---------------------|-----------------|
| 1 – 16 Participants | \$150 per month |
| 17-20 Participants  | \$250 per month |
| 21+ Participants    | \$350 per month |
- (b) The Board will not be obligated to provide the health insurance coverage to an employee who has available to him/her through another member of the employee's immediate family, a substantially equivalent insurance program and the amount of option money is less than the amount the Paw Paw District is providing.
- (c) K-12 Teachers shall be provided insurance benefits for a twelve (12) month period starting on September 1<sup>st</sup>.
- (d) K-12 Teachers who are employed part-time or less than a full year will have their benefits prorated.
- (e) All benefits, definitions and terms shall be in accordance with the master policy between the Board and the insurance carrier.

Section 2: MESSA Options, MPSERS Tax Deferred Plan (TDP) and MEA-FS Tax Deferred Annuities

Teachers may have payroll deductions for MESSA Options, MPSERS Tax Deferred Plan (TDP), MEA-FS Tax Deferred Annuities (TDA), other annuity companies approved by the Board and which are made available through any consortium or administrator which the Board utilizes in connection with the operation of 403b tax deferred annuity plans.

# PAW PAW PUBLIC SCHOOLS 2011-12 CALENDAR

(178 Student Days; 188 Teacher Days)

Aug 23,24,25	New Teacher Work Days	No Students
Aug 29-31	Teacher Prof Development Days (13 Hrs)	No Students
Aug 29	Open House ( <i>High School</i> )	6:30-8:00 P.M.
Aug 30	Open House ( <i>Early &amp; Later Elem</i> )	5:00-6:30 P.M.
Aug 31	Open House/Orientation ( <i>Middle School</i> )	6:30-8:00 P.M.
Prior to Sept 6	FLEXIBLE Teacher Work Day	No Students
Sept 6	First Student Day	1/2 Day in A.M. for K-12 Students
Sept 28	District-Wide Professional Development	2-Hour Delayed Start for K-12 Students
Oct 20	Parent-Teacher Conference ( <i>High School</i> )	5:00-8:15 P.M.
Oct 25	Parent-Teacher Conf ( <i>High School</i> )	3:00-6:15 P.M.
Oct 26	District-Wide Professional Development	2-Hour Delayed Start for K-12 Students
Nov 7	Parent-Teacher Conf ( <i>Middle School</i> )	3:15-8:00 P.M.
Nov 9	Parent-Teacher Conf ( <i>Middle School</i> )	3:15-8:00 P.M.
Nov 21	Parent-Teacher Conf ( <i>Early &amp; Later Elem</i> )	1/2 Day A.M.-K-5 Students; Conferences 1:00-8:30 P.M.
Nov 22	Parent-Teacher Conf ( <i>Early &amp; Later Elem</i> )	1/2 Day A.M.-K-5 Students; Conferences 1:00-8:30 P.M.
Nov 23	Parent-Teacher Conf Release / In-Service	No Students
Nov 24-25	Thanksgiving Break	No School
Nov 30	District-Wide Professional Development	2-Hour Delayed Start for K-12 Students
Dec 17-Jan 2	Winter Break	No School
Jan 3, 2012	School Resumes	
Jan 17-19	Grades 6-12 Exams (A.M.)	1/2 Day in A.M. for 6-12 Students
Jan 20	FLEXIBLE Teacher Work Day	No Students
Feb 29	District-Wide Professional Development	2-Hour Delayed Start for K-12 Students
Mar 6	MME Day	Not a scheduled day of instruction for 9th & 12th graders
Mar 12	Parent-Teacher Conf ( <i>Middle School</i> )	3:00-6:15 P.M.
Mar 13	Parent-Teacher Conf ( <i>High School</i> )	5:00-8:15 P.M.
Mar 14	Parent-Teacher Conf ( <i>Middle School</i> )	5:00-8:15 P.M.
Mar 14	Parent-Teacher Conf ( <i>Early &amp; Later Elem</i> )	1/2 Day A.M.-K-5 Students; Conferences 1:00-8:30 P.M.
Mar 15	Parent-Teacher Conf ( <i>Early &amp; Later Elem</i> )	1/2 Day A.M.-K-5 Students; Conferences 1:00-8:30 P.M.
Mar 15	Parent-Teacher Conf ( <i>High School</i> )	3:00-6:15 P.M.
Mar 16	Parent-Teacher Conf Release / In-Service	No Students
Mar 30-Apr 9	Spring Break	No School
Apr 10	School Resumes	
Apr 25	District-Wide Professional Development	2-Hour Delayed Start for K-12 Students
May 23	District-Wide Professional Development	2-Hour Delayed Start for K-12 Students
May 28	Memorial Day	No School
June 11-13	Grades 6-12 Exams (A.M.)	1/2 Day in A.M. for 6-12 Students
June 12	Next to Last Student Day	1/2 Day in A.M. for K-12 Students
June 13	Last Student Day	1/2 Day in A.M. for K-12 Students
June 14	FLEXIBLE Teacher Work Day	
June 15	FLEXIBLE Prof Development Day (7.5 Hrs)	

"No School" means no students and no teachers

"No Students" means teachers only

"District-Wide Professional Development" - 2 hr delayed start for K-12 students

**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: \_\_\_\_\_

**ACCEPTABLE USE AGREEMENT – STAFF MEMBER**

This agreement covers access to and use of Technology and Internet services. It was developed jointly between staff and administration. Revisions to the document will follow a similar process.

Paw Paw Public Schools (PPPS) is offering employee accounts to access the Educational Network (PAWPAWNET), which is coordinated through association with Bloomingdale Communications. This document contains the terms and conditions of use that an employee agrees to follow when using PAWPAWNET. The most current version of the Acceptable Use Agreement will be posted on the PPPS website.

**Purpose and Acceptable Use**

- > Use of any employee account must be in support of education and research, and consistent with the educational objectives of PPPS. The Superintendent of PPPS and his/her designees, may at any time make determinations that particular uses are or are not consistent with the purpose of PPPS.
- > The term “educational purpose” is the guiding factor for all activities and includes classroom activities, career development, and limited, high-quality, self-discovery activities. Reasonable personal usage to the extent that such does not violate the acceptable usage agreement and does not interfere with the employee’s assigned duties and responsibilities is acceptable.
- > PPPS retains the right to place reasonable restrictions on the material users access or post through PAWPAWNET. In accordance with the Children’s Internet Protection Act, PPPS has implemented Internet filtering software to help deter access to “non-educational” websites. In addition, employees are expected to abide by the rules set forth in PPPS policies and procedures, and all applicable laws and regulations when using PAWPAWNET.
- > This policy places restrictions on accessing inappropriate material. However, there is a wide range of material available on the Internet, which may not be appropriate for employees. It is not practical or possible for PPPS to monitor and enforce the wide range of social values represented on the Internet. Therefore, you may run into objectionable material that isn’t enforced by PPPS Internet filters.
- > The employee also agrees to abide by the Bloomingdale Communications’ (PPPS’ Internet service provider) Acceptable Use Policy (see 2400.2 REF.).



**Unacceptable Use**

Using the guiding statement of “educational purpose”, some specific examples of prohibited use are shown below. However, this policy does not attempt to demonstrate all behaviors. Depending upon the severity of a user’s inappropriate action(s), disciplinary action of up to and including employee termination may occur as decided by PPPS. The following uses of PAWPANET are considered unacceptable:

- > PPPS prohibits the use of PAWPANET for personal for-profit purposes.
- > Use of obscene, profane, lewd, abusive, threatening, discriminatory, harassing, or bullying language is prohibited.
- > PPPS prohibits access to or posting of material that is pornographic, advocates illegal acts, purchasing of drugs, violence related or discrimination towards other people (hate literature). A special exception may be made for hate literature if the purpose of such access is to conduct research or direct class instruction.
- > Users shall not engage in any unlawful activity over PAWPANET.
- > Users agree not to knowingly or recklessly post false or defamatory information about a person or organization.
- > Unauthorized access to PAWPANET or any other computer system through PAWPANET or going beyond intended authorized access is prohibited. Users shall not access another person’s material, information or files without permission.
- > Agrees not to intentionally attempt to disrupt PAWPANET or destroy data accessible through PAWPANET.
- > PPPS prohibits the sharing of user names and passwords.
- > Users who can identify a security problem on PAWPANET must notify PPPS Administrators and not demonstrate the problem to other users.
- > Users agree not to intentionally attempt to disrupt PAWPANET or destroy data accessible through PAWPANET by spreading computer viruses or by any other means.

**Email**

The 2006 amendment to the Federal Rules of Civil Procedure requires that public entities, including school districts, be able to produce electronically stored information from staff members, such as email and other digital communications, during the “discovery process” in lawsuits. Due to this law all internal and external email communications are archived. Remember, all email should pertain to PPPS “educational purpose”, is searchable, and readable.

**Liability**

- > PPPS makes no warranties or assurances of any kind, whether express or implied, that the functions or services provided by or through the PAWPAWNET will be error-free or without defect. PPPS will not be responsible for any damage users may suffer, including, but not limited to, loss of data resulting from delays, non-deliveries, missed-deliveries or service interruptions caused by PPPS negligence, user error or omission. PPPS does not guarantee and is in no way responsible for the accuracy or quality of information obtained through or stored on the PAWPAWNET. Use of any information obtained by or through the PAWPAWNET is at the user’s own risk. PPPS shall not be responsible for any financial obligations arising from the user’s unauthorized use.
- > PPPS understands that new technologies emerge all the time that try to “trick” the end-user into performing an action that may make the system vulnerable to attack or control that is beyond the user’s ability or recognition. Consequences of such actions whether intended or not intended by the employee may render the computer unusable or may result in occurrences on the computer that the user hasn’t intended to happen. The user is expected to deal with the situation in a reasonable and professional manner. Depending on what is happening on the computer, this may mean that the display or computer should be immediately shut down and the technology staff should be contacted.
- > The employee will not be held liable for email that has been “spoofed” under their name.
- > PPPS will not be responsible for any financial obligations arising from the user’s use of PAWPAWNET to purchase personal product(s) or service(s).

**Rights and Violations**

- > The employee should expect only limited privacy in the contents of personal files on PAWPAWNET. As a monitored communications network, PPPS makes no guarantees of any kind, express or implied, regarding the privacy of electronic mail or any other communications transmitted or received over PAWPAWNET. Routine maintenance and monitoring of PAWPAWNET may lead to the discovery that an employee has violated this agreement, the employee's school disciplinary code, and/or the law.
- > If there is reasonable suspicion that the employee has violated this agreement, the employee's school disciplinary code, or the law, PPPS will conduct a search of the individual employee files. This search and investigation will be reasonable and related to the suspected violation.
- > In the event there is a suspected violation of this agreement, PPPS policies, or the law, the user will be provided with notice and an opportunity to be heard. In addition, improper use of PAWPAWNET may also lead to further disciplinary action consistent with PPPS policy.
- > If the user's account privileges are terminated the user shall not use PAWPAWNET while access privileges are suspended or revoked.

**PAW PAW PUBLIC SCHOOLS**

*Received and Filed: 10/5/00  
Revised: 11/11/09*

**ACCEPTABLE USE AGREEMENT – STAFF MEMBER**

**Staff Member Agreement**

I have carefully read and fully understand the terms and conditions of this agreement. I agree to follow the terms and conditions in this agreement, including the Bloomingdale Communications' Acceptable Use Policy. I understand that if I violate any of the terms or conditions of this agreement my account can be terminated and I may face other disciplinary measures.

I hereby give consent to PPS interception of my electronic communications as it deems necessary for compliance with this agreement and any applicable laws.

I hereby release PPS, its personnel, and any institutions with which it is affiliated, from any and all claims and damages of any nature arising out of my use, or inability to use the PAWPAWNET, including, but not limited to claims that may arise from unauthorized use of the system.

I further understand and agree that I am fully responsible for any financial obligations arising from my unauthorized use of PAWPAWNET to purchase products or services.

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

PPPS Department/Building: \_\_\_\_\_

Bloomingtondale Communications shall provide full, unrestricted access to all customers (including private, non-profit, business and government agencies who gain access to the Internet) who follow the guidelines of the acceptable use policy.

### **Acceptable Use Policy**

It is not acceptable to use Bloomingtondale Communications network for any purpose that violates local, state or federal laws to transmit communication that might be highly offensive or damaging to any recipients. Nor is it acceptable to interfere with or disrupt network users, or services, which include but are not limited to:

#### **Network**

- Attempting to obtain unauthorized access to any network or account. This includes accessing data not intended for the customer, logging into a server or account without being expressly authorized to access or accessing or probing the security of other networks.
- Attempts to interfere with the service of others including users, hosts and networks. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service and attempts to "crash" any host.
- Reselling any Bloomingtondale Communications Internet services

#### **E-mail**

- Harassment through language, message frequency or message size.
- Sending messages to any person not wishing to receive it. Requests by the recipient to stop receiving such messages must be respected.
- Sending unsolicited messages which at the judgment of Bloomingtondale Communications, is disruptive or generates a significant number of user complaints. This includes bulk e-mailing of commercial advertising and/or frequent pieces of mail.
- Harmful mail, such as "mail bombing" or "flooding" a user or host with very large and/or frequent pieces of mail.
- Forging message header information
- Introducing harmful code and/or viruses on the Internet.

#### **News/UseNet**

- Cross posting, UseNet Spam, otherwise posting the same messages to large numbers of unrelated groups.
- Posting of message(s) of which the subject matter is unrelated to the content of the newsgroup posted to or generates a significant number of user complaints.
- Posting of binary or executable files to newsgroups not created for that purpose.
- Forging header information.
- Introducing harmful code and/or viruses on the Internet.

#### **Personal Web Space**

- Selling or distributing products or services that are considered unlawful.
- Posting any content advocating ridicule or public scorn towards Bloomingtondale Communications, its employees, board members or associates.
- Posting of scandalous, threatening, harassing or private information without consent of the person, persons or organizations involved.
- Posting content of nature that is obscene, lewd, lascivious, violent, harassing or objectionable. Set forth by Title 47, U.S.C. Section 230(c)(2)(A).
- Introducing harmful code and/or viruses on the Internet
- Hosting bulletin boards or chat sites using personal web space provided with the service.

#### **Enforcement and Violation**

All usage is under the discretion of Bloomingtondale Communications. Bloomingtondale Communications management will review all alleged violations of the policy on a case-by-case basis. Clear violations of policy, which are not promptly remedied by the relevant customer, may result in disciplinary action, including, but not limited to immediate termination of service and forfeit of all fees paid to date.

#### **Modifications to Policy**

Bloomingtondale Communications reserves the right to modify this policy at any time.

**Paw Paw Public Schools  
Professional Development Guidelines**

Parameters: All Professional Development should have the potential outcome of affecting students and student learning.

**Flexible Professional Development**

On the Flexible Professional Development log, teachers must include the goal of the professional development activity and its intended outcome and submit for pre-approval.

Examples of Allowable Flexible Professional Development (this list is not all-inclusive):

- Book Study
- Online courses or tutorials
- After school workshops or training
- Curriculum or Instructional project ending in a “product”
- Video professional development with discussion group
- Curriculum development - working on district curriculum, curriculum projects
- Development of student assessments/rubrics
- Mentor/Mentee instruction/discussion
- Technology training
- School Improvement work
- Distance Learning

Examples of Non-Allowable Activities (this list is not all-inclusive):

- Any activity that a teacher receives a stipend for attending
- Any activity not related to his/her teaching assignment responsibilities (example – coaching, personal finance, real estate, etc.)
- Any activity reimbursed by the district or required by state certification laws (example – college credit reimbursed by the district, college credit required for continued certification or permanent certification.)

**Scheduled Professional Development**

Teachers are expected to attend all scheduled professional development activities. Teachers who are absent for any portion of scheduled professional development activities will not be charged for sick day absence, but will be required to make up the missed time. Make up time will follow the Flexible Professional Development Guidelines.

Teachers who fail to meet the required hours of Professional Development will have their pay adjusted accordingly.

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**PAW PAW PUBLIC SCHOOLS      2011-13 FLEXIBLE PROFESSIONAL DEVELOPMENT LOG**

NAME OF TEACHER \_\_\_\_\_

BUILDING \_\_\_\_\_

SCHOOL YEAR \_\_\_\_\_

Date	Time	Category # - Circle (See key below)	Activity & Intended Outcome/Goal	Hours	Admin. Approval
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			
		1 2 3 4 5			

**Requirements:** Per school year, principals must pre-approve participation in 7.5 hours of professional development in accordance with the teacher master agreement and state law. Flexible Professional Development should have a potential outcome of affecting students and student learning. Teachers may document 7.5 hours (minimum of 1 hour) on this form in lieu of attendance on June 15, 2011 and June 2012 flexible professional development date(s) (as per 2012-13 school calendar). This professional development must be time spent beyond the normal teacher workday and must not be compensated in another way by the school district. College credits required by state certification law or credits that are reimbursed by the district may NOT apply. See guidelines for examples of allowable and non-allowable activities. This form or plan must be submitted to the building principal by May 18, 2012 and by May 17, 2013.

**Category Key:**

- 1 = Curriculum (assessment, assessment development, curriculum project, PLC, book study, etc.)
- 2 = School improvement
- 3 = Workshop (conference or training outside district workday)
- 4 = Virtual Learning (webinar, online delivery of PD, etc.)
- 5 = Technology training (software training, etc.)

Signature of Teacher \_\_\_\_\_



**GRIEVANCE REPORT FORM  
VBCEA/PAW PAW EDUCATION ASSOCIATION  
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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Position of Grievant/Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
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 of Education: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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 XXIV - GRIEVANCE PROCEDURE of the Agreement.

**LETTER OF AGREEMENT #1**  
Between the  
**PAW PAW BOARD OF EDUCATION**  
And the  
**VBCEA/PAW PAW EDUCATION ASSOCIATION /MEA-NEA**

**Re: Least Restrictive Environment, Medically Fragile, Special Education & Special Needs 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, Special Education and Special Needs 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.

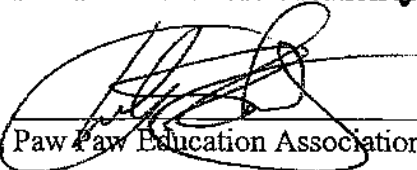
To facilitate such consultation, it is agreed that the Association will establish a standing committee on Special Needs as the need arises. The standing committee will meet with the Administration with regard to the current program and new programs relative to LRE and Medically Fragile Students under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

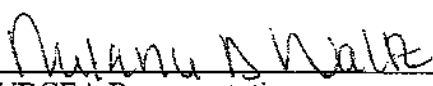
Such participation as outlined in the Letter of Agreement shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

  
\_\_\_\_\_  
Paw Paw Board of Education Representative

9.14.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paw Paw Education Association Representative

9/14/2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VBCEA Representative

9/14/2011  
\_\_\_\_\_  
Date

**LETTER OF AGREEMENT #2**  
Between the  
**PAW PAW BOARD OF EDUCATION**  
And the  
**VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA**

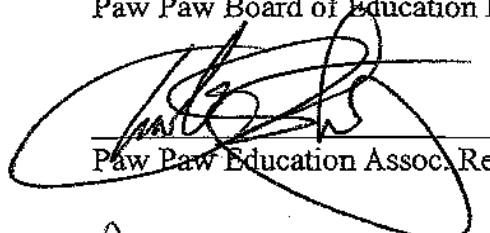
**Re: Student Supervision Time**

The below parties agree to the following for this Collective Bargaining Agreement:


1. The Association agrees that elementary teachers should be at their classroom doors three (3) minutes before the tardy bell rings, which is the time student instructional time begins. This student "supervision" time will not increase during the life of the Agreement.
2. The Association considers that student "supervision" time is negotiable because, in the past, this time has been negotiated. For example, the time teachers are required to supervise students in the hallways during inclement weather, has been negotiated. The staff meeting time during this period has also been negotiated in the past.
3. The Board believes it has the right to direct teachers during their "prep" period, which is the time between when teachers are required to report to work and the time student instruction starts.
4. The elementary teacher "prep" time will continue to be used as it has in the past.
5. Entering into this Letter of Agreement resolves the Association's grievances, with prejudice, concerning the three (3) minute student supervision time.
6. It is further agreed that entering into this Agreement, neither party has gained or lost any rights concerning the activities that may or may not take place during teacher's "prep" time.

  
\_\_\_\_\_  
Paw Paw Board of Education Representative

9.14.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paw Paw Education Assoc. Representative

9/14/2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VBCEA Representative

9/14/2011  
\_\_\_\_\_  
Date

**LETTER OF AGREEMENT #3**  
Between the  
**PAW PAW BOARD OF EDUCATION**  
And the  
**VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA**

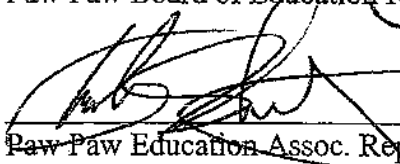
**Re: Leaves without Pay**

The below parties agree to the following:

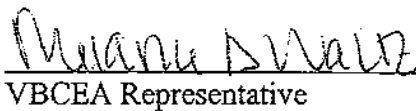
1. Leaves Without Pay are discouraged with the exception of those leaves outlined in Article XVIII, Section 1, 2, 3 and 4 of the Master Agreement.
2. Other requests for Leaves Without Pay shall be made to the Superintendent of Schools for consideration and shall be at his/her discretion.
3. In reviewing the application for a Leave Without Pay, the Superintendent may consider the following:
  - a) The request is an unplanned emergency/circumstance.
  - b) The request is a "once in a lifetime event."
4. The District may require the use of Personal Business Days in conjunction with the Leave Without Pay.
5. The Superintendent may seek input from the Association Bargaining Committee.
6. This Letter of Agreement shall be considered non-precedent setting.

  
\_\_\_\_\_  
Paw Paw Board of Education Representative

9.14.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paw Paw Education Assoc. Representative

9/14/2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
VBCEA Representative

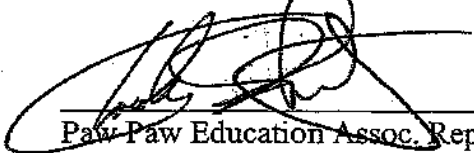
9/14/2011  
\_\_\_\_\_  
Date

**LETTER OF AGREEMENT #4**  
Between the  
**PAW PAW BOARD OF EDUCATION**  
And the  
**VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA**

The below parties agree to the enclosed "Acceptable Use Agreement – Staff Member". It is understood that the Agreement will not be changed unless the change(s) is/are mutually agreed to by the Association and Board.

  
\_\_\_\_\_  
Paw Paw Board of Education Representative

9.14.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paw Paw Education Assoc. Representative

9/14/2011  
\_\_\_\_\_  
Date

Melanie D Waltz  
\_\_\_\_\_  
VBCEA Representative

9/14/2011  
\_\_\_\_\_  
Date

LETTER OF AGREEMENT #5

Between the  
PAW PAW BOARD OF EDUCATION

And the  
VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA

Re: Schedule C

The parties agree to the following concerning Schedule C – Coaching Salary Schedule:

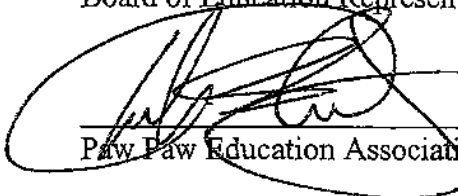
1. Two (2) positions will be continued at the Middle School for the 2011-12 school year entitled Basketball Assistant and Volleyball Assistant.
2. The salary for these positions will be 4.00% for Basketball Assistant and 2.5% for Volleyball Assistant.

The rationale behind this proposal is to help reduce the costs of operating the Middle School athletic program while maintaining both “A” and “B” teams where numbers warrant. Previously, the Middle School offered an “A” team and a “B” team at 7<sup>th</sup> and 8<sup>th</sup> grade when participation rates warranted two teams.

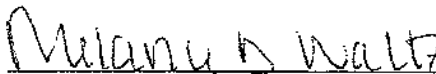
The creation of these new positions will maintain a “head” coach at each grade level and add an assistant coach when participation rates warrant. The Middle School Principal/Designee, with input from the “head” coach, will determine how assistant coaches will be used at each grade level and for each sport.

  
\_\_\_\_\_  
Paw Paw Public Schools  
Board of Education Representative

9.14.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paw Paw Education Association Representative

9/14/2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Van Buren Education Association Representative

9/14/2011  
\_\_\_\_\_  
Date

**LETTER OF AGREEMENT #6**

Between the  
**PAW PAW BOARD OF EDUCATION**  
And the

**VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA**

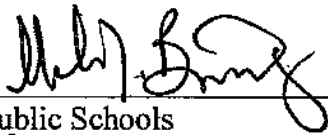
**Re: Girls Golf – Club Sport  
2011-12 School Year**

Girls Golf operates as a community club sport without the full rights and responsibilities of a District-sanctioned interscholastic sport.

As the program continues to sustain itself, the District is considering providing limited financial support.

Therefore, the parties agree that should the District desire to financially support the program by paying for a Girls Golf Coach, and should said coach be a member of the PPEA Bargaining Unit, the salary for the position shall be \$1,500 per season.

It is understood that if and when the Girls Golf Club becomes a District-sanctioned interscholastic sport, the parties will negotiate the salary.



\_\_\_\_\_  
Paw Paw Public Schools  
Board of Education Representative

11.3.11

\_\_\_\_\_  
Date



\_\_\_\_\_  
Paw Paw Education Association Representative

11/10/2011  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Van Buren Education Association Representative

11/10/2011  
\_\_\_\_\_  
Date



LETTER OF UNDERSTANDING

Dated August 9, 2011

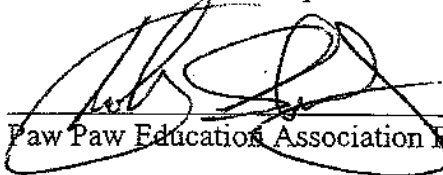
Between the  
PAW PAW BOARD OF EDUCATION  
And the  
VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA

The following passages in Attachment A were removed from the Collective Bargaining Agreement (CBA) because the parties believe they concern "prohibited subjects" of bargaining in light of the passage of PA 103 of 2011. If PA 103 is amended or a competent appellate court of appropriate jurisdiction concludes that (1) PA 103 is unenforceable, in whole or in part; or (2) that the removed passage(s) do not fall within the meaning of PA 103, in whole or in part, then the passage(s) encompassed by such court opinion shall revert back to the CBA. The parties also agree to remove passages from the CBA and place them into Attachment A that were not originally removed, if PA 103 is amended or a competent appellate court of appropriate jurisdiction concludes that they are "prohibited subjects" of bargaining under PA 103 of 2011.

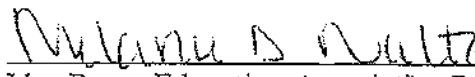
Further, Article X shall be enforceable only for bargaining unit members who are not "teachers" within the meaning of PA 103, and Article XII shall be enforceable only for bargaining unit members not governed by Section 1248 of Michigan's Revised School Code and Michigan's Tenure Act.

  
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Paw Paw Public Schools  
Board of Education Representative

9.14.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paw Paw Education Association Representative

9/14/2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Van Buren Education Association Representative

9/14/2011  
\_\_\_\_\_  
Date

## **ATTACHMENT A**

## ARTICLE X - PROFESSIONAL ASSIGNMENTS

### Section 1: Definitions:

- (a) A “vacancy” shall be defined for purposes of this Agreement 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.
  - (1) 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 reassignment or an involuntary transfer.
- (b) A position will be considered an “opening” from April 1 to July 15 and will only occur in connection with the annual assignment process.
- (c) A “transfer” shall be defined under this Agreement as a change in a teacher’s assignment which is either initiated administratively or is done at the request of a teacher with administrative concurrence.
- (d) For the purposes of this Agreement, the term "involuntary transfer" means:
  - (1) An elementary teacher shall be considered to be involuntarily transferred if his/her unrequested assignment involves movement of three (3) or more grade levels.
  - (2) 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%.
  - (3) 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 2: Assignments

- (a) 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.
- (b) 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 July 15. Such changes will be voluntary to the extent possible.

- (c) 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:

- (1) The teacher's seniority.
- (2) The teacher's 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 teacher having the most seniority in the seniority classification where the vacancy exists in the preferred assignment.

The parties agree that it is in the best interests of all teachers and the District to make all tentative K-12 teaching assignments for the next school year as early as possible during the preceding Spring.

- (3) Teachers shall not be assigned, except for emergency situations of short duration, outside the scope of their teaching certificates or areas of qualifications.
- (d) 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 contact information for the teacher, the reasons for the request, the building, grade or assignment sought and the applicant's qualifications therefore. The form must be submitted prior to the commencement of spring break. The assignment request may be discussed by the teacher with the appropriate building administrator(s) or program director(s).

### Section 3: Openings

- (a) Notice of openings for the following school year which are known to the District between April 1<sup>st</sup> and July 15<sup>th</sup> shall be e-mailed to all bargaining unit members. Openings shall be posted via District e-mail only for not less than four (4) calendar days. These requirements shall only be applicable to initial openings and not to opening(s) resulting from the assignment(s) made to fill the initial opening(s).

#### Section 4: Vacancies

- (a) For vacancies that become available after July 15<sup>th</sup>, the District will post such vacancies in each building, post by District e-mail, and send a copy of such posting to the Association President and the building ARs. All teachers shall have ten (10) calendar days to express their desire for such posted vacancies by filing a response with the Superintendent's office.
- (b) The response shall set forth the name and address of the teacher, the reasons for his/her request, and the applicant's qualifications for the position.
- (c) 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 during the school year, it may be filled on a temporary basis for four (4) weeks.
- (d) Following a maximum of such four (4) weeks, the Board shall fill vacancies pursuant to the following: (This provision shall not apply to extra-pay assignments.)
  - (1) Qualified and certified teachers on partial assignment who desire the assignment on the basis of seniority classification provided there aren't more senior teachers in the same seniority classification on lay off.
  - (2) Recall of qualified and certified laid off teachers pursuant to the recall provisions detailed in Article XII of this Agreement.
  - (2) Reassignment of existing staff. The District is under no obligation to make any such re-assignments during a school year.
  - (3) If the Board determines not to fill the vacancy during the school year and thus fills the position on a temporary basis for the balance of that school year, the position or a resulting vacancy will be posted in the spring.
  - (4) Vacancies shall be filled by the District on the basis of seniority, 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 the applicants for the vacancy, the District shall award the vacancy to the teacher having the most seniority in the seniority classification where the vacancy exists.
  - (5) 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.

- (6) At any time that the District fills a vacancy with a less senior internal applicant from the seniority classification in which the vacancy exists or with an outside applicant, the District will have the responsibility of explaining its rationale to the Association upon request.

#### Section 5: Involuntary Transfers

- (a) Involuntary transfers shall be made by the District on the basis of the following criteria:
  - (1) The teacher's seniority, by classification. When two (2) or more teachers in the same seniority classification 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.
  - (2) 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.

- (3) 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 positions 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.
  - i. Due to changes in enrollment.
  - j. Due to reductions in staff.

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 6: For involuntary transfers made pursuant to Section 5, if a K-12 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.

Section 7: Assignments, transfers and other movement of personnel between K-12 and Community Education seniority classifications shall not occur, except as otherwise agreed upon by the Board, the Association and the affected teacher or where such personnel action is necessary to comply with the Teachers' Tenure Act. Members of one seniority classification may apply for permanent vacancies in their own or another seniority classification, and will be granted an interview, provided that they are certified and qualified for the vacancy. All transfers, reassignments and the awarding of vacancies under this Agreement shall operate separately by seniority classification.

## ARTICLE XI - 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 3: Approval: Approval for a job sharing situation may be granted by the Superintendent following consultation with the Building Principal or Program Director 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 position following completion of the job sharing assignment equivalent to the FTE status of the position (i.e., full-time, part-time) held before the job share.

## ARTICLE XII - 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.

Layoffs and recalls shall occur solely and exclusively within a seniority classification, except where compliance with the Teachers' Tenure Act requires the retention or recall of a tenured teacher over a probationary teacher in a different seniority classification. Seniority classifications shall be K-12 and Community Education as defined as Article X, Section 7 of this Agreement.

Section 1: The service of probationary teachers shall first be discontinued, unless certain of the probationary teachers are teaching a grade level, program, 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 within the affected seniority classifications 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 within the classification affected by the layoff 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 (and all other references in this Agreement), the following definitions shall apply:

Section 4: Because of the unique nature of alternative/adult education programs and early childhood programs, and the dependency of those programs on student enrollment each semester for class scheduling, the parties recognize that the layoffs of teachers within the Community Education seniority classification may occur due to enrollment conditions upon twenty (20) calendar days advance notice. No teacher in the K-12 seniority classification shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified of said lay off by August 1 or December 15 for layoffs which will be effective between January 15 and January 31. The Association will be notified in writing of possible layoffs by July 15 and December 1.

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. Compensation and other terms and conditions for the performance of substitute work will not be governed by the terms of this Agreement.

Section 9: A teacher who is laid off shall be appointed to the first vacancy in his/her seniority classification in the School District for which he/she is qualified and certified. The parties



recognize the need to comply with the provisions of the Teachers' Tenure Act to the extent that law requires retention or recall of tenure bargaining unit members between seniority classifications. Recall of laid off teachers shall be in order of classification 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 transfers causes laid off teachers to remain on lay off status.

- (a) Laid off teachers must keep the Superintendent's office informed of their current addresses.
- (b) The Board will send teachers who are being recalled a certified letter at the teacher's last known address which is on file in the Superintendent's office.
- (c) Teachers must notify the Superintendent's office within fourteen (14) calendar days after receiving the recall notice as to whether they are accepting or rejecting the recall.
- (d) If a teacher rejects or does not respond to the recall notice within fourteen (14) calendar days, the teacher will be removed from the recall list and will be terminated from the District's employment.

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 from within the affected seniority classification. A teacher who volunteers for a layoff may be placed on the layoff list provided such action is agreed to, in writing, by the Association, the Board and the involved teacher(s). Thus, a teacher who volunteers to be laid off must be able to be replaced by a certified and qualified remaining staff member within the same seniority classification 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 agreed to, in writing, by the Association, 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 XX - PROTECTION OF TEACHERS

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 copy of the document, and the teacher will have the right of due process under Article XXIV.

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 XXIV, 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: The Board and Association agree to utilize the "Teacher Evaluation Procedures and Forms" as ratified on June 2, 1995 and attached hereto effective the beginning of the 95-96 school year.

Section 3: The issue of whether the evaluation procedures and forms have been properly utilized is subject to the grievance procedure. However, the substance of the evaluation is not subject to the grievance procedures.

### **PAW PAW PUBLIC SCHOOLS TEACHER EVALUATION PROCEDURES AND FORMS**

#### **Tenure Teachers**

Tenure Teachers will be evaluated at least once every three (3) years. A minimum of two Classroom Observations must be held for each evaluation cycle and must be at least 60 calendar days apart. However, additional observations may be scheduled. The time period, 60 calendar days, between observations may be changed by mutual written agreement between Evaluator and Teacher.

#### **DURING EVALUATION YEAR**

- A. First Step - Should be completed by January 31 unless it is mutually agreed to extend the deadline.

1. Pre-Conference: The Evaluator will meet with the Teacher to review the evaluation forms, the evaluation process and to discuss Teacher generated goals. The Evaluator may distribute material related to the evaluation process.
2. First Classroom Observation: The observation will be scheduled, to the extent possible, at a time mutually agreeable to the Evaluator and Teacher.
3. Post-Observation Conference: A Post-Observation Conference will be conducted within seven (7) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
  - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
    - general and specific observations,
    - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
    - recommendations concerning suggested and/or requested changes in the teacher's performance.
  - b. The Evaluator and Teacher will discuss the completed Form and Summary. The results may be changed as deemed appropriate by the Evaluator.
  - c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received it. The Teacher may respond in writing to the Professional Evaluation Form within seven (7) working days after receiving the Form.

B. Second Step - Should be implemented with the second observation scheduled at least 60 calendar days after the first observation unless there is a mutual written agreement between the Evaluator and the Teacher to waive the requirement that the classroom observations be sixty (60) days apart. This step must be completed by May 15, unless it is mutually agreed to extend the deadlines.

1. Second Classroom Observation: This observation will be either scheduled or unscheduled as determined by the Evaluator after discussing this with the Teacher.
2. Post-Observation Conference: A Post-Observation Conference will be conducted within seven (7) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:

- a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
  - general and specific observations,
  - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
  - recommendations concerning suggested and/or requested changes in the teacher's performance.
- b. The Evaluator and Teacher will discuss the completed Form and Summary. The results may be changed as deemed appropriate by the Evaluator.
- c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received it. The Teacher may respond in writing to the Professional Evaluation Form within five (5) working days after receiving the Form.

C. Third Step

1. The Evaluator will provide the Teacher with the Final Professional Progress Report, no later than May 30, of the evaluation year. The Evaluator and the Teacher will meet to discuss the Evaluation and Progress Report if requested by either party.
2. The Teacher will be considered to have performed satisfactorily unless he/she has failed to make the changes as requested by the Evaluator in the Professional Evaluation Form and Observation Summary.
3. If the Teacher is marked "Unsatisfactory" on the Final Professional Progress Report, the Teacher will be placed on an Individual Growth Plan (I.G.P.). The I.G.P. will be used as an I.D.P. as required by the Tenure Act.
4. The Teacher may respond in writing to the Professional Evaluation Form and the Final Professional Progress Report within ten (10) working days.

**NON-EVALUATION YEARS** - The evaluator may meet with the teachers to discuss their individual goals for that school year. The teachers are not required to reduce the goals to writing. If the Evaluator believes the teacher, "needs to improve", in one or more of the areas indicated on the Professional Evaluation Form, the Teacher and Evaluator will discuss the situation. If sufficient improvement is not made, the Teacher and Evaluator will initiate the Formal Evaluation Process.

**PROBATIONARY TEACHERS** - Shall be evaluated during each school year. Probationary teachers in their first and second years of probation will have a minimum of three (3) classroom observations, at least two of which must be sixty (60) calendar days apart. Probationary teachers in their third and fourth years of probation shall have a minimum of two (2) classroom observations which must be at least sixty (60) calendar days apart. The probationary teacher and Evaluator may agree, in writing, to waive the requirement that the classroom observations be sixty (60) calendar days apart.

Teachers who work less than a full school year will be evaluated using the below schedule to the extent possible.

Teachers who have not obtained tenure in another Michigan school district must serve four (4) probationary years. Teachers who have obtained tenure in another Michigan school district must serve two (2) years of probation unless the Board immediately places the teacher on tenure.

A. First Step - Should be implemented within two (2) months after the Teacher's starting date each school year.

1. Pre-Conference #1: The Evaluator will meet with the Teacher to review the evaluation forms, the evaluation process and to discuss Teacher generated goals. The Evaluator may distribute material related to the evaluation process. They will also determine a time for the first classroom observation and begin to develop the Individualized Development Plan (I.D.P.). The completed I.D.P. must be returned by the Teacher to the Evaluator within ten (10) days after the Evaluator has provided the draft I.D.P. to the Teacher.
2. First Classroom Observation: Must be scheduled within two (2) months after the Teacher's starting date each school year for teachers in their first and second years of probation. Must be scheduled within three (3) months after the Teacher's starting date each school year for teachers in their third and fourth years of probation.
3. Post-Observation Conference: A Post-Observation Conference will be conducted within seven (7) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
  - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
    - general and specific observations,
    - a general assessment of the Teacher's performance in the areas described in the Professional Evaluation Form, and
    - recommendations concerning suggested and/or requested changes in the Teacher's performance.

- b. The Evaluator and Teacher will discuss the completed Form and Observation Summary. The results may be changed as deemed appropriate by the Evaluator.
- c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received a copy of it. The Teacher may respond in writing to the Professional Evaluation Form summary within ten (10) working days after receiving the Form.
- d. Review and make needed changes in the I.D.P. All changes necessary, in order for the teacher to be evaluated satisfactorily, must be incorporated in the I.D.P.

**B. Second Step –**

1. Second Classroom Observation: The second Observation will either be scheduled or unscheduled as determined by the Evaluator after discussing this with the Teacher. For teachers in their first and second years of probation, the second observation must be conducted no later than six (6) months after the Teacher's starting date each school year. For teachers in their third and fourth year of probation, the second observation must be conducted no later than seven (7) months after the Teacher's starting date each school year.
2. Post-Observation Conference: A Post-Observation Conference will be conducted within seven (7) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
  - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
    - general and specific observations,
    - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
    - recommendations concerning suggested and/or requested changes in the teacher's performance.
  - b. The Evaluator and Teacher will discuss the completed Form and Observation Summary. The results may be changed as deemed appropriate by the Evaluator.
  - c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received a copy of it. The Teacher may respond in writing to the

Professional Evaluation Form within ten (10) working days after receiving the Form.

- d. The Teacher and Evaluator will review and make needed changes in the I.D.P. All changes necessary, in order for the teacher to be evaluated satisfactorily, must be incorporated in the I.D.P.

C. Third Step - The third observation must be conducted not less than 90 calendar days before the end of the Teacher's school year and is required only for those probationary teachers in their first or second year of probation.

1. **Third Classroom Observation:** The third Observation will either be scheduled or unscheduled as determined by the Evaluator after discussing this with the Teacher. Must be completed not less than 90 calendar days prior to the end of the Teacher's school year.
2. **Post-Observation Conference:** A Post-Observation Conference will be conducted within seven (7) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
  - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
    - general and specific observations,
    - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
    - recommendations concerning suggested and/or requested changes in the teacher's performance.
  - b. The Evaluator and Teacher will discuss the completed Form and Observation Summary. The results may be changed as deemed appropriate by the Evaluator.
  - c. The Teacher will be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received a copy of it. The Teacher may respond in writing to the Professional Evaluation Form within ten (10) working days after receiving the Form.
  - d. The Evaluator will inform the teacher if additional observations will be conducted during the remainder of the Teacher's school year.

D. Fourth Step:

- a. The Teacher and Evaluator will review the I.D.P. Assessment Form and the Teacher will sign the Form.

- b. The Teacher will be marked "Satisfactory" on the Final Professional Progress Report, if he/she has achieved all the goals in the I.D.P. or is making satisfactory progress towards meeting the goals and is rated "Satisfactory" in all columns on the Professional Evaluation Form.
- c. At the discretion of the Evaluator, the Teacher will be marked "Satisfactory," "Needs Improvement" or "Unsatisfactory" on the Final Professional Progress Report, if the Teacher is not making satisfactory progress towards achieving his/her goals in the I.D.P. and is rated in the "Needs Improvement" or "Unsatisfactory" columns on the Professional Evaluation Form.
- d. The Professional Evaluation Form and the Final Professional Progress Report may be discussed at this Conference or they may be discussed at a meeting conducted within ten (10) working days of the Post-Observation Conference unless another classroom observation is to be conducted.

E. Final Step

- 1. Evaluator will discuss with the Teacher and complete the Professional Evaluation Form and the Final Professional Progress Report within ten (10) working days of the final Post-Observation Conference. This meeting may be postponed by mutual agreement.
- 2. If the Teacher is marked in the "Unsatisfactory" column on the last Professional Evaluation Form, the Teacher will be placed on an Individual Growth Plan (I.G.P.) or recommended for release from the District at the end of the school year. The Evaluator may also make other recommendations as indicated on the Final Professional Progress Report.



**PAW PAW PUBLIC SCHOOLS**  
**Professional Evaluation Form**

CHECK ONE:

\_\_\_\_\_ First-year Probationary  
 \_\_\_\_\_ Third-year Probationary  
 \_\_\_\_\_ Tenure

\_\_\_\_\_ Second-year Probationary  
 \_\_\_\_\_ Fourth-year Probationary

**NAME OF SCHOOL:** \_\_\_\_\_ **TEACHER:** \_\_\_\_\_

**GRADE OR SUBJECT TAUGHT:** \_\_\_\_\_ **DATE OF EMPLOYMENT:** \_\_\_\_\_

**VISIT MADE BY:** \_\_\_\_\_

**CLASSROOM OBSERVATION:** Date \_\_\_\_\_ Time \_\_\_\_\_

Whenever any area is marked "needs improvement" or "unsatisfactory" the Evaluator shall indicate in the Observation Summary specific ways in which the teacher may improve his/her performance in that area, the extent of improvement needed, and the time that shall be allotted for this improvement.

<b>Performance Areas</b>	<b>Satisfactory</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>
<b>Curriculum/Instructional</b>			
Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject Content is Consistently Relevant to Curriculum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provisions for Individual Differences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adaptability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Learning Environment</b>			
Classroom Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Atmosphere of Classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Pupil/Parent-Teacher Relations</b>			
Rapport with Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsive to Parents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Professionalism</b>			
Serves on Committees When Asked	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complies with Recordkeeping Requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps Current in Curriculum & Instructional Practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observes District & Building Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperates with Colleagues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Development Plan (non tenured staff only)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Growth Plan (if applicable)	<input type="checkbox"/>	<input type="checkbox"/> *	<input type="checkbox"/>
*Progressing Satisfactorily towards achieving Needed Improvement			
<input type="checkbox"/> Observation Summary Attached			

\_\_\_\_\_  
 Evaluator

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Teacher

\_\_\_\_\_  
 Date

(Signature indicates you have received a copy. Teacher may respond within ten (10) working days)

White Copy – Teacher

Pink Copy – Superintendent

Yellow Copy - Evaluator

**PAW PAW PUBLIC SCHOOLS**  
**Observation Summary**

The Observation Summary should be in a narrative format and should contain the following:

- general and specific observations,
- a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
- recommendations concerning suggested and/or requested changes in the teacher's performance.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date and Time of Observation

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

Attach to the Professional Evaluation Form.

White Copy – Teacher

Pink Copy -- Superintendent

Yellow Copy - Evaluator

PAW PAW PUBLIC SCHOOLS  
Final Professional Progress Report For Tenure Teachers

TEACHER: \_\_\_\_\_ DATE OF CONFERENCE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ GRADE & SUBJECT: \_\_\_\_\_

DEGREES HELD: \_\_\_\_\_

OBSERVATIONS	<u>DATE</u>	<u>TIME</u>
First	_____	_____
Second	_____	_____

\*\*\*\*\*

**I. PROFESSIONAL HISTORY:**

A. Certification: \_\_\_\_\_ Provisional  
\_\_\_\_\_ Permanent  
\_\_\_\_\_ Continuing Certification

B. Experience: \_\_\_\_\_ Years District Experience  
\_\_\_\_\_ Years Total Experience

**II. PRESENT STATUS:** \_\_\_\_\_ Tenure

**III. RECOMMENDATION:** \_\_\_\_\_ Teacher's performance is (satisfactory, unsatisfactory)

**IV. ADDITIONAL RECOMMENDATIONS:**

(may check more than one) \_\_\_\_\_ Recommend for continued employment (with, without) reservation  
\_\_\_\_\_ Should be transferred to another teaching position  
\_\_\_\_\_ Teacher is placed on I.G.P.  
\_\_\_\_\_ Should be released at the end of the year

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\*

I have discussed this report with the Teacher. In addition to the above statements, I wish to make the following comments:

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

(Signature indicates you have received a copy. Teacher may respond in writing within five (5) work days)

White Copy – Teacher

Pink Copy – Superintendent

Yellow Copy - Evaluator

**PAW PAW PUBLIC SCHOOLS**  
**Final Professional Progress Report For Probationary Teachers**

TEACHER: \_\_\_\_\_ DATE OF CONFERENCE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ GRADE & SUBJECT: \_\_\_\_\_

DEGREES HELD: \_\_\_\_\_

OBSERVATIONS	<u>DATE</u>	<u>TIME</u>
First	_____	_____
Second	_____	_____
Third	_____	_____

(required only for year one and year two)

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**I. PROFESSIONAL HISTORY:**

- A. Certification: \_\_\_\_\_ Provisional  
 \_\_\_\_\_ Permanent  
 \_\_\_\_\_ Continuing Certification
- B. Experience: \_\_\_\_\_ Years District Experience  
 \_\_\_\_\_ Years Total Experience

**II. PRESENT STATUS:**

- \_\_\_\_\_ First Year Probationary
- \_\_\_\_\_ Second Year Probationary
- \_\_\_\_\_ Third Year Probationary
- \_\_\_\_\_ Fourth Year Probationary

**III. RECOMMENDATION:**

- \_\_\_\_\_ Teacher's performance is (satisfactory, needs improvement, unsatisfactory)

**IV. ADDITIONAL RECOMMENDATIONS:**

- (may check more than one)
- \_\_\_\_\_ Recommend for continued employment (with, without) reservation
  - \_\_\_\_\_ Should be transferred to another teaching position
  - \_\_\_\_\_ Tenure recommendation: (yes - no)
  - \_\_\_\_\_ Teacher is placed on I.G.P.
  - \_\_\_\_\_ Should be released at the end of the year

\*\*\*\*\*

I have discussed this report with the Teacher. In addition to the above statements, I wish to make the following comments:

\_\_\_\_\_  
 Evaluator

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Teacher

\_\_\_\_\_  
 Date

(Signature indicates you have received a copy. Teacher may respond in writing within ten (10) work days)

White Copy – Teacher    Pink Copy – Superintendent    Yellow Copy – Evaluator

PAW PAW PUBLIC SCHOOLS  
Individualized Development Plan

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

**I. CURRICULUM/INSTRUCTIONAL STRATEGY GOAL:**

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**Strategies:** \_\_\_\_\_

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**Administrative Support and Resources:** \_\_\_\_\_

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**II. LEARNING ENVIRONMENT GOAL:**

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**Strategies:** \_\_\_\_\_

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**Administrative Support and Resources:** \_\_\_\_\_

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**III. PUPIL/PARENT COMMUNICATION AND INVOLVEMENT GOAL:**

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**Strategies:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Administrative Support and Resources:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IV. PROFESSIONAL DEVELOPMENT GOAL:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Strategies:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Administrative Support and Resources:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I.D.P. ASSESSMENT:**

Prior to the completion of the Final Progress Report, the Evaluator and the Teacher will meet to discuss and assess the degree to which the Teacher has accomplished his/her goals using the I.D.P. Assessment Form.

This I.D.P. Plan has been developed by the Evaluator in consultation with the Teacher.

\_\_\_\_\_  
Evaluator Date

I have been consulted regarding the development of this plan and I acknowledge receipt of this plan.

\_\_\_\_\_  
Teacher Date

The Teacher may attach a response to the I.D.P. within five (5) working days after the completion of the I.D.P. A copy of the I.D.P.'s will be attached to the Final Progress Report.

PAW PAW PUBLIC SCHOOLS  
Individualized Development Plan Assessment Form

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

**ASSESSMENT OF GOALS**

I. CURRICULUM / INSTRUCTIONAL STRATEGY GOAL:

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II. LEARNING ENVIRONMENT GOAL:

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III. PUPIL/PARENT COMMUNICATION AND INVOLVEMENT GOAL:

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IV. PROFESSIONAL DEVELOPMENT GOAL:

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\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

I have been consulted regarding the completion of this Assessment and I acknowledge receipt of this Assessment Form.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

The Teacher may attach a response to the I.D.P. Assessment Form within five (5) working days after the completion of the Form. A copy of the I.D.P. Assessment Form will be attached to the Final Professional Progress Report.

**PAW PAW PUBLIC SCHOOLS**  
**Individual Growth Plan, I.G.P.**  
**(PLAN OF GROWTH)**

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

**I. STATEMENT OF AREA NEEDING IMPROVEMENT:**

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**II. PLAN TO BE FOLLOWED:** In order to improve in these areas, the following recommendations are made to you with sufficient time allotted to achieve the recommendations.

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**III. ASSISTANCE TO BE OFFERED:**

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**IV. MONITORING SYSTEM:**

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\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

I have been consulted regarding the development of this plan and I acknowledge receipt of this plan.

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

The Teacher may attach a response to the I.G.P. within five (5) working days after the completion of the I.G.P. A copy of the I.G.P. will be attached to the Final Professional Progress Report.



**PAW PAW PUBLIC SCHOOLS**  
**Individualized Growth Plan Assessment Form**

**NAME:** \_\_\_\_\_ **SCHOOL:** \_\_\_\_\_

**EVALUATOR:** \_\_\_\_\_ **ASSIGNMENT:** \_\_\_\_\_

**I. Indicate the Teacher's progress in achieving the "Area Needing Improvement" as indicated on the I.G.P.**

**II. Current Status**

- Satisfactory       Progressing Satisfactorily towards achieving Needed Improvement       Unsatisfactory

The Teacher will be considered to be a satisfactory Teacher if he/she successfully completes the I.G.P.

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\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

Signature indicates you have received a copy. The Teacher may attach a response to the I.G.P. Assessment Form within five (5) work days after the completion of the Assessment Form. A copy of the I.G.P. Assessment Form will be attached to the I.G.P.

White Copy – Teacher

Pink Copy – Superintendent

Yellow Copy – Evaluator

