

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**

2018-2019

and

2019-2020

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AGREEMENT

THIS AGREEMENT made and entered into this **20th** day of June 2018 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."

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 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.

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 VBCEA/PPEA, MEA-NEA 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, 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.

The Board agrees to give the Association President notice of bargaining unit member resignations. Also, the Board will notify the Association President of the names of newly hired bargaining unit members, their work location and address. This information will be used for the purpose of performance of the Association’s duties regarding contract administration and negotiation. The Association will preserve the confidentiality of the information supplied under this provision.

Section 2: 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.

Section 3: With the consent of the Superintendent, the Association shall have up to one-half hour at the staff breakfast at the beginning of the school year to address contract negotiation and administration matters with bargaining unit members.

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 agree 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, gender, nationality or age, or for exercising (or refraining from the exercise of) 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: Upon request from the Association, the Board will provide annually the current salary step information for each employee. The Board will also provide the Association with written notice of bargaining unit position changes such as permanent separations due to resignation and termination or of a reduction in hours.

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 as required by law. 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 pursuant to and consistent with 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 bargaining unit 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.

Section 6: At the beginning of the school year, the Association shall be afforded an opportunity during new teacher orientation to present and distribute the collective bargaining agreement to newly hired teachers.

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 evaluation, 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 on 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: The K-12 teachers' work day will be seven and one-half (7 ½) hours. (This time to include a 30 minute duty free lunch period). 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 shall be required to work no more than eight (8) hours per day and will have a duty-free unpaid lunch period. Community Education teachers may elect to serve an on-duty paid lunch period if requested by administration as long as it does not result in more than eight (8) hours of work per day.

- (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) K-12 teachers will be paid overload pay when assigned to teach on a regular basis during what would otherwise be their planning period. Overload pay for a 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 K-12 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 K-12 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) A K-12 teacher may agree to substitute for an absent colleague, without compensation, on what would otherwise be the substituting teacher's planning period. If a K-12 teacher is assigned by the administration to substitute on what would otherwise be their planning period, he/she will be paid at the fractional per diem rate, as specified in Section 1(b), above.
- (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 secondary 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 bargaining unit members teaching Alternative Education or Adult Education classes will have 15 minutes of paid, work-site planning time for every clock hour or class period (whichever is less) of assigned teaching time; OR

10 minutes of paid, work-site planning time if teaching Pre-School or Young Fives; 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) K-12 secondary teachers, whose primary assignment is as a 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 K-12 teacher work day and two weeks following the last K-12 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) 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 K-12 elementary teachers will be free of student supervision during such planning time.
- (h) The Association recognizes a need for supervision when elementary students are required to stay in the building due to climatic conditions; teachers will assist the administration in supervising students.

Community Education teachers will be compensated at their regular rate for any time assigned to supervision of students.

- (i) 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.
- (j) On half (1/2) days and early release days, K-12 elementary teachers will have a five (5) minute break in the morning.
- (k) 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, not to exceed 45 minutes in length before the start of the school day or after the school day. The two faculty meetings per month will be scheduled as follows, one staff meeting and one PLC/Grade Level meeting. Dates and times will be agreed upon by the building principal and the building representative. An additional emergency faculty meeting may be called by the administration and approval of buildings EA representative upon two (2) days prior notice of such meetings. The purpose of the emergency 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 instructional days or hours to meet state requirements, the parties will meet and confer and explore the options available for rescheduling those days at other times during the school year.

Section 4: So long as participation does not implicate a prohibited subject of bargaining, committee membership outside the contractual school day shall be voluntary.

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: Middle school teachers will be responsible for one and one-half (1.5) hours of parent/guardian conferences, when requested by the parent/guardian, in addition to conference times for Middle School teachers designated on the school calendar. These times must be mutually agreed upon by the parent/guardian.

Section 7: High School teachers will be responsible for six (6) hours of parent/guardian conferences, when requested by the parent/guardian, in addition to the conference times for High School teachers designated on the school calendar. These times must be mutually agreed upon by the parent/guardian.

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 District shall promptly meet with affected staff and fully advise them 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, whenever such planning activities occur, the District shall assure that affected staff shall be consulted in any planning process involving the District.

Appropriate training and professional development will be provided to the affected staff for activities related to the implementation of the LRE concept in the District, including Medically Fragile, Special Education, and Special Needs students.

Section 2: 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 3: The Board shall provide a faculty lounge and restroom in each school building for the use of school personnel.

Section 4: Telephone facilities shall be made available to teachers for their use in connection with parent/guardian communications and other school business.

Section 5: Off-street parking facilities shall be made available to teachers for their use.

Section 6: 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 7: The principals or administrator of each building involved with a traveling teacher shall provide said teacher with a schedule.

Section 8: With respect to elementary student supervision:

- A. 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.
- B. 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.
- C. 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.
- D. The elementary teacher “prep” time will continue to be used as it has in the past.

ARTICLE X - 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 XI – RETIREMENT

Section 1: Any teacher who will first qualify for a retirement allowance under the standards set forth and referenced in Section 81 of the Michigan Public School Employees Retirement Act in any academic year, may notify the Board (in writing) not later than April 15 of the immediately preceding academic year that he /she will offer to resign effective at the end of that same school year in exchange for the Board purchasing for that teacher one (1) year of retirement service credit. Alternatively, if a teacher has sufficient credit years but will first satisfy the statutory age requirements for retirement in the next academic year, he/she may include within his/her offer a request that the Board instead contribute an amount equivalent to the one (1) year of retirement service credit to a 403b annuity for which the Board is making deductions.

The Board will notify the teacher, in writing, by April 30 if it wishes to accept the offer. If that occurs, the Board and the teacher will then confer to determine which type of service credit can be purchased under the standards and procedures established by the Public School Employees Retirement Act, as administered by MPSERS. If there is more than one purchase option available, the least expensive will be selected and will be purchased by the Board for the teacher. The teacher will then submit a resignation letter.

This opportunity is conditioned upon the teacher resigning effective at the conclusion of the academic year immediately preceding the academic year in which that teacher will first become eligible to retire and receive a retirement allowance under the standards set forth and referenced in Section 81 of the Michigan Public School Employees Retirement Act.

ARTICLE XII – 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 XVII, 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 XIII - 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:

- (a) Resignation/Retirement.
 - \$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.

(b) Annual

If a teacher who has not reached maximum accumulation uses five (5) or fewer sick leave days in a school year, he/she may make a written election, at the conclusion of the school year, to redeem up to the difference between the number of sick leave days used in that school year and five (5) days. However, if a teacher has reached maximum accumulation, he/she can redeem the number of days representing the difference between ten (10) days and the number of sick leave days used by the teacher in that school year. Sick leave is redeemed at the rate of \$55 per day. If redeemed, the day(s) will not be included in the teacher's accumulation. For purposes of this provision, Community Education teacher hours will be converted to days under the formula set forth in Section 2(c) of this Article.

- Example #1: The teacher (who has not reached maximum accumulation) is allocated ten (10) sick leave days in the school year and uses three (3) of those days. He/she could redeem up to two (2) sick leave days at the conclusion of the school year at \$55 per day.
- Example #2: The teacher (who is at maximum accumulation) is allocated ten (10) sick leave days in the school year and uses eight (8) sick leave days during that school year. The teacher is eligible to redeem two (2) sick leave days under this provision at \$55 per day.

Section 4: The necessity for utilization of sick leave benefits shall be verified by an appropriate person when required by the Board. This person must have personal and contemporaneous knowledge of the conditions justifying the teacher's utilization of sick leave.

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 perform the essential functions of his/her assignment.

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 XIII Section 1 for care of a newborn child or Article XIV 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 need 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.

Section 9: Any employee recognized by the Collective Bargaining Agreement but not covered under the Teacher Tenure Act will be treated as a probationary teacher for the first five years of his/her employment with the district in regards to sick days.

ARTICLE XIV – 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 XV - 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 XVI - 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 three (3) days each school year with pay for personal leave in accordance with the following guidelines, namely:

- (a) This time shall not be used the day prior or the day following a vacation period or holiday. Not more than ten percent (10%) of the number (FTE) of teachers in a building may utilize personal leave on the same day.
- (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.

Section 4: If a teacher does not use all 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 Fifty-Five Dollars (\$55.00) 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 XVII - 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 XIII shall be granted a leave of absence for a period not to exceed one (1) year from the start of said leave. This leave will run concurrently with any leave time available to the teacher under the Family and Medical Leave Act.

The Board may require medical certification of this incapacity by a doctor of its choice. The Board agrees to continue its medical benefit plan cost contributions (as specified in Appendix A, Schedule D) for hospitalization, medical and long-term disability benefits for the first ninety (90) days of said leave. The teacher will remain responsible for that portion of the medical benefit plan costs paid by teachers who are not on leave status.

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 (as specified in Appendix A, Schedule D).

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 Board of Education 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 required under this provision. A copy of the assessment results shall be given to the teacher and, if authorized in writing by the teacher, to the Association.

Section 8: With respect to the request for and use of unpaid leaves under this Article, the parties agree to the following:

- A. Leaves Without Pay are discouraged with the exception of those leaves outlined in Article XVII, Section 1, 2, 3 and 4 of the Master Agreement.
- B. Other requests for Leaves Without Pay shall be made to the Superintendent of Schools for consideration and shall be at his/her discretion.
- C. 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."
- D. The District may require the use of Personal Business Days in conjunction with the Leave Without Pay.
- E. The Superintendent may seek input from the Association Bargaining Committee.

ARTICLE XVIII - ASSOCIATION LEAVE

Section 1: At the beginning of every school year, the Association shall be credited ten (10) days to be used by bargaining unit members, such use to be at the discretion of the Association for the benefit of the entire bargaining unit, regardless of Association membership. 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 an approved bargaining unit member taking such leave when such notice is possible. The Board agrees to pay the teacher's regular salary. The Association agrees to pay any increased costs associated with the 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 XIX- PROTECTION OF TEACHERS

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

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

Section 3: 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: Bargaining unit members who are not regulated by the Teachers' Tenure Act, at their own request, shall be entitled to have present a representative of the Association at an investigatory meeting.

ARTICLE XX - 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 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 XXI - CURRICULUM COUNCIL

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

ARTICLE XXII - 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 written 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, as well as the Michigan Uniform Arbitration Act, 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.

ARTICLE XXIII - 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, to the extent that the subject matter of the invalid provision(s) are mandatory subjects of bargaining.

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. Individual teacher contracts shall be made expressly subject to the terms of this Agreement, with respect to mandatory and permissive subjects of bargaining.

Section 4: An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436. This clause is included in this Agreement because it is required by state law.

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 XXIV - 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, MCL 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 mentor teachers and mentee teachers who work in the same building and have the same area of certification.

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 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. Mentors will attend a new teacher orientation day and will be advised by the supervising administrator of the expectations and expected commitments associated with successful mentoring. 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.

ARTICLE XXV - 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 XXVI - DURATION

Section 1: This Agreement shall become effective as of the **20th** of June, **2018**, and the terms and provisions thereof shall remain in full force and effect through June 30, 2020. The parties agree to begin bargaining for a successor agreement no earlier than January 30, 2020 but no later than March 1, 2020.

VBCCEA/PPEA/MEA-NEA

**PAW PAW PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: [Signature]
PPEA Representative

By: [Signature]
Superintendent or designee

Date: Oct 8, 2018

Date: 10/8/18

By: [Signature]
PPEA Representative

By: [Signature]
Board President

Date: Oct 8, 2018

Date: 8/oct/2018

By: [Signature]
VBCCEA Representative

By: [Signature]
Board Secretary

Date: 8 OCTOBER 18

Date: 10/17/18

APPENDIX 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.

	2018/2019
	2019/2020
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. Experience credit may also be given for prior military service.

Section 6: Effective January 1, 1995, and as allowed by Public Act 54 of 2011, 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. 2018-2020:
 1. All *eligible* K-12 and Community Education teachers will be advanced prospectively one salary step for the 2018-2019 and one salary step for the 2019-2020 school years upon ratification of the 2018-2019 Agreement (not retroactive).
 2. All *eligible* K-12 and Community Education teachers will be advanced prospectively on salary columns effective for the 2018-2019 and on salary columns the 2019-2020 school years upon ratification of the 2018-2019 Agreement (not retroactive).
 3. (a) If the Fall 2018 head count for district enrollment exceeds the budgeted count of 2163 by 5-9 students, all teachers will receive a one-time off schedule stipened of \$250.00 or if the enrollment exceeds the budgeted count by 10 students or more, all teachers will receive a one-time off scheduled stipened of \$500.00.

(b) If the Fall 2019 head count for district enrollment exceeds the budgeted count of 2163 by 5-9 students, all teachers will receive a one-time off schedule stipened of \$250.00 or if the enrollment exceeds the budgeted count by 10 students or more, all teachers will receive a one-time off scheduled stipened of \$500.00.
 4. Each teacher, entitled to a longevity payment in 2018-19, shall receive an additional off schedule payment of \$500.00 in 2018-2019. Each teacher, entitled to a longevity payment in 2019-2020, shall receive an additional off schedule payment of \$500.00 in 2019-2020. Upon ratification of the 2018-19 agreement.

5. An Attendance Incentive will be paid yearly upon meeting the following requirements pertaining to sick leave:

Perfect Attendance	\$500.00
Not more than 2 absences	\$250.00
Not more than 4 absences	\$100.00

APPENDIX A
Schedule A 2018-2019 K-12 Teacher Salary Schedule
(1% increase from 2017/2018 Schedule)

<u>Years of Experience</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
0.0	35,608	38,427	40,187
0.5	36,354	39,254	41,015
1.0	37,101	40,080	41,839
1.5	37,881	40,941	42,702
2.0	38,660	41,805	43,564
2.5	39,471	42,702	44,463
3.0	40,284	43,601	45,362
3.5	41,129	44,539	46,298
4.0	41,974	45,476	47,237
4.5	42,857	46,453	48,403
5.0	43,739	47,432	49,192
5.5	44,656	48,452	50,211
6.0	45,575	49,472	51,230
6.5	46,534	50,535	52,294
7.0	47,490	51,599	53,359
7.5	48,489	52,709	54,467
8.0	49,483	53,816	55,577
8.5	50,522	54,975	56,735
9.0	51,563	56,133	57,892
9.5	52,644	57,337	59,099
10.0	53,728	58,547	60,306
10.5	54,856	59,802	61,564
11.0	56,683	61,064	62,825
11.5	-	62,375	64,138
12.0	-	64,486	66,266
Plus longevity amounts as follows for years specified:			
13.0	1,984	-	-
14.0	1,984	2,257	2,319
15.0	3,401	3,869	3,976
16.0	3,401	3,869	3,976
17.0	3,401	3,869	3,976
18.0	3,401	3,869	3,976
19.0	3,401	3,869	3,976
20.0	4,251	4,836	4,970
21.0	4,251	4,836	4,970
22.0	4,251	4,836	4,970
23.0	4,251	4,836	4,970
24.0	4,251	4,836	4,970
25.0	4,676	5,320	5,467
26.0	4,676	5,320	5,467
27.0 and above	5,668	6,449	6,627

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.

Off Schedule: In 2018/2019 each teacher entitled to a longevity payment shall receive an additional off-schedule payment of \$500.00

APPENDIX A Schedule A-1
2018-2019 COMMUNITY EDUCATION TEACHER WAGE SCALE
(1% increase from 2017/2018 Schedule)

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Masters' Degree</u>
Start	24.60	24.98
One Year	25.82	26.22
Two Year	26.02	26.43
Three Year	26.19	26.62
Four Year	26.35	26.78
Five Year	26.51	26.93
Six Year	26.59	27.00
Seven Year	26.67	27.06
Eight Year	26.79	27.23
Nine Year	26.95	27.38
Ten Year	27.10	27.54
Eleven Year	27.61	28.06
Plus longevity amounts as follows for years specified:		
12	0.97	0.98
13	0.97	0.98
14	1.66	1.68
15	1.66	1.68
16	1.66	1.68
17	1.66	1.68
18	1.66	1.68
19	2.07	2.10
20	2.07	2.10
21	2.07	2.10
22	2.07	2.10
23	2.07	2.10
24	2.28	2.31
25	2.28	2.31
26	2.76	2.81
27 and above	0.97	0.98

Curriculum Writer

Per Appendix A, Schedule B

In 2018/2019 each Community Education teacher entitled to a longevity payment shall receive an additional off-schedule payment of \$500.00.

APPENDIX A
SCHEDULE A 2019-2020 K-12 TEACHER SALARY SCHEDULE
(1% increase from 2018/2019 Schedule)

<u>Years of Experience</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
0.0	35,964	38,811	40,589
0.5	36,718	39,647	41,425
1.0	37,472	40,481	42,258
1.5	38,260	41,350	43,129
2.0	39,046	42,223	44,000
2.5	39,865	43,129	44,908
3.0	40,687	44,037	45,815
3.5	41,541	44,984	46,761
4.0	42,394	45,931	47,709
4.5	43,286	46,918	48,887
5.0	44,176	47,906	49,684
5.5	45,102	48,936	50,713
6.0	46,031	49,967	51,743
6.5	46,999	51,040	52,817
7.0	47,965	52,115	53,893
7.5	48,974	53,236	55,012
8.0	49,978	54,355	56,133
8.5	51,028	55,525	57,302
9.0	52,079	56,694	58,471
9.5	53,171	57,910	59,690
10.0	54,265	59,132	60,909
10.5	55,404	60,400	62,180
11.0	57,250	61,675	63,453
11.5	-	62,999	64,779
12.0	-	65,130	66,928

Plus longevity amounts as follows for years specified:

13.0	2,004	-	-
14.0	2,004	2,279	2,342
15.0	3,435	3,907	4,015
16.0	3,435	3,907	4,015
17.0	3,435	3,907	4,015
18.0	3,435	3,907	4,015
19.0	3,435	3,907	4,015
20.0	4,293	4,884	5,019
21.0	4,293	4,884	5,019
22.0	4,293	4,884	5,019
23.0	4,293	4,884	5,019
24.0	4,293	4,884	5,019
25.0	4,723	5,373	5,521
26.0	4,723	5,373	5,521
27.0 and above	5,724	6,512	6,692

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.

Off Schedule: In 2019/2020 each teacher entitled to a longevity payment shall receive an additional off-schedule payment of \$500.

APPENDIX A Schedule A-1
2019/2020 COMMUNITY EDUCATION TEACHER WAGE SCALE
(1% increase from 2018/2019 Schedule)

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Masters' Degree</u>
Start	24.85	25.23
One Year	26.08	26.48
Two Year	26.28	26.69
Three Year	26.45	26.89
Four Year	26.61	27.05
Five Year	26.78	27.20
Six Year	26.86	27.27
Seven Year	26.94	27.33
Eight Year	27.06	27.50
Nine Year	27.22	27.65
Ten Year	27.37	27.82
Eleven Year	27.89	28.34
Plus longevity amounts as follows for years specified:		
12	0.98	0.99
13	0.98	0.99
14	1.67	1.70
15	1.67	1.70
16	1.67	1.70
17	1.67	1.70
18	1.67	1.70
19	2.09	2.13
20	2.09	2.13
21	2.09	2.13
22	2.09	2.13
23	2.09	2.13
24	2.30	2.34
25	2.30	2.34
26	2.79	2.83
27 and above	0.98	0.99

Curriculum Writer

Per Appendix A, Schedule B

In 2019/2020 each Community Education teacher entitled to a longevity payment shall receive an additional off-schedule payment of \$500.

APPENDIX A
SCHEDULE B – EXTRACURRICULAR NON-COACHING SALARY SCHEDULES
No automatic renewal of Schedule B appointments, with positions posted annually as needed.

	Percent***of BA-0	2018-2019	2019-2020
Annual Sponsor High School	7.75%	\$ 2,760	\$ 2,787
Annual Sponsor Middle School	3.50%	\$ 1,246	\$ 1,259
Band Director High School	9.50%	\$ 3,383	\$ 3,417
Band Director Middle School	3.00%	\$ 1,068	\$ 1,079
Before & After School Year Counselor		Pay Their Hourly Rate	Pay Their Hourly Rate
Building School Improvement Chairperson	3.57%	\$ 1,271	\$ 1,284
Camp Coordinator (3)	1.50%	\$ 534	\$ 539
Camp Supervision – Per Teacher	1.75%	\$ 623	\$ 629
Choral Director High School	6.50%	\$ 2,315	\$ 2,338
Choral Director Middle School	3.25%	\$ 1,157	\$ 1,169
Class Sponsor - Freshman (2)	1.00%	\$ 356	\$ 360
Class Sponsor - Sophomore (2)	1.00%	\$ 356	\$ 360
Class Sponsor - Junior (2)	2.75%	\$ 979	\$ 989
Class Sponsor – Senior (2)	1.50%	\$ 534	\$ 539
Computer Technician High School	16.67%	\$ 5,936	\$ 5,995
Curriculum Council Chairperson	1.75%	\$ 623	\$ 629
Curriculum Writer		Sub Teacher Rate	Sub Teacher Rate
Debate Coach	1.50%	\$ 534	\$ 539
DECA	2.00%	\$ 712	\$ 719
Dramatics High School	3.50%	\$ 1,246	\$ 1,259
Dramatics Middle School	2.00%	\$ 712	\$ 719
Forensics	1.50%	\$ 534	\$ 539
Key Club	1.00%	\$ 356	\$ 360
Math Team Coach Middle School	1.00%	\$ 356	\$ 360
Mentor Teacher	2.00%	\$ 712	\$ 719
Musical Director-High School	4.75%	\$ 1,691	\$ 1,708
Musical Director Assistant (2)	3.25%	\$ 1,157	\$ 1,169
Musical Director-Middle School	2.00%	\$ 712	\$ 719
Musical Director Assistant-Middle School (2)	1.00%	\$ 356	\$ 360
Musical Director Elementary School	2.00%	\$ 712	\$ 719
Musical Director Assistant Elementary School (2)	1.00%	\$ 356	\$ 360
National Honor Society (2)	2.00%	\$ 712	\$ 719
Quiz Bowl Coach High School	1.00%	\$ 356	\$ 360
Robotics High School	2.00%	\$ 712	\$ 719
Robotics Middle School	1.50%	\$ 534	\$ 539
Robotics Elementary School	1.00%	\$ 356	\$ 360
SADD Sponsor	1.00%	\$ 356	\$ 360
Safety Patrol	1.25%	\$ 445	\$ 450
School Newspaper High School	4.25%	\$ 1,513	\$ 1,528
School Newspaper Middle School	4.00%	\$ 1,424	\$ 1,439
Science Olympiad Head Coach High School	2.00%	\$ 712	\$ 719
Science Olympiad Head Coach Middle School	2.00%	\$ 712	\$ 719
Science Olympiad Asst Coach High School (up to 2 positions)	1.50%	\$ 534	\$ 539
Science Olympiad Asst Coach Middle School (up to 2 positions)	1.50%	\$ 534	\$ 539
Student Council High School	7.00%	\$ 2,493	\$ 2,517
Student Council Middle School	6.00%	\$ 2,136	\$ 2,158
Subject Area Chairperson	3.50%	\$ 1,246	\$ 1,259
Subject Area Committee Member	1.00%	\$ 356	\$ 360
Summer School/Before & After School Day/Tutoring/Weekends		28.65/hr.	28.65/hr.

**APPENDIX A
SCHEDULE C – COACHING
2018-2019**

No automatic renewal of Schedule C appointments, with positions posted annually as needed.

	LEVEL I		LEVEL II		LEVEL III	
	NOT-CAP		CAP		CAP	
			Level 1 and 2		Level 3 and 4	
HIGH SCHOOL VARSITY						
Baseball	9.50%	3,383	10.00%	3,561	11.00%	3,917
Boys Basketball	14.50%	5,163	15.00%	5,341	16.00%	5,697
Girls Basketball	14.50%	5,163	15.00%	5,341	16.00%	5,697
Cheerleading/ Competitive	9.00%	3,205	9.50%	3,383	10.00%	3,561
Boys Cross Country	8.50%	3,027	9.00%	3,205	10.00%	3,561
Girls Cross Country	8.50%	3,027	9.00%	3,205	10.00%	3,561
Football	14.50%	5,163	15.00%	5,341	16.00%	5,697
Golf	8.50%	3,027	9.00%	3,205	10.00%	3,561
Cheerleading/Competitive	12.50%	4,451	13.00%	4,629	14.00%	4,985
Cheerleading/Sideline (per season)	8.50%	3,027	9.00%	3,205	10.00%	3,561
Boys Soccer (Fall)	9.50%	3,383	10.00%	3,561	11.00%	3,917
Girls Soccer (Spring)	9.50%	3,383	10.00%	3,561	11.00%	3,917
Softball	9.50%	3,383	10.00%	3,561	11.00%	3,917
Boys Tennis	8.50%	3,027	9.00%	3,205	10.00%	3,561
Girls Tennis	8.50%	3,027	9.00%	3,205	10.00%	3,561
Boys Track	9.50%	3,383	10.00%	3,561	11.00%	3,917
Girls Track	9.50%	3,383	10.00%	3,561	11.00%	3,917
Volleyball	12.50%	4,451	13.00%	4,629	14.00%	4,985
Wrestling	12.50%	4,451	13.00%	4,629	14.00%	4,985
ASSISTANT						
Cross Country	5.00%	1,780	5.50%	1,958	6.00%	2,136
Football (2)	8.00%	2,849	8.50%	3,027	9.00%	3,205
Boys Tennis	5.00%	1,780	5.50%	1,958	6.00%	2,136
Girls Tennis	5.00%	1,780	5.50%	1,958	6.00%	2,136
Boys Track	6.00%	2,136	6.50%	2,315	7.00%	2,493
Girls Track	6.00%	2,136	6.50%	2,315	7.00%	2,493
Wrestling	7.00%	2,493	7.50%	2,671	8.00%	2,849
JUNIOR VARSITY						
Baseball	6.00%	2,136	6.50%	2,315	7.00%	2,493
Boys Basketball	9.00%	3,205	9.50%	3,383	10.00%	3,561
Girls Basketball	9.00%	3,205	9.50%	3,383	10.00%	3,561
Cheerleading/season	3.00%	1,068	3.50%	1,246	4.00%	1,424
Football (2)	8.00%	2,849	8.50%	3,027	9.00%	3,205
Boys Soccer (Fall)	6.00%	2,136	6.50%	2,315	7.00%	2,493
Girls Soccer (Spring)	6.00%	2,136	6.50%	2,315	7.00%	2,493
Softball	6.00%	2,136	6.50%	2,315	7.00%	2,493
Volleyball	7.00%	2,493	7.50%	2,671	8.00%	2,849

	LEVEL I		LEVEL II		LEVEL III	
	NOT-CAP		CAP		CAP	
			Level 1 and 2		Level 3 and 4	
FRESHMAN						
Boys Basketball	8.00%	2,849	8.50%	3,027	9.00%	3,205
Girls Basketball	8.00%	2,849	8.50%	3,027	9.00%	3,205
Cheerleading/season	3.00%	1,068	3.50%	1,246	4.00%	1,424
Football (2)	8.00%	2,849	8.50%	3,027	9.00%	3,205
Volleyball	7.00%	2,493	7.50%	2,671	8.00%	2,849
HS Intramural Director	6.00%	2,136	6.50%	2,315	7.00%	2,493
MIDDLE SCHOOL						
7th Grade Football	6.00%	2,136	6.50%	2,315	7.00%	2,493
8th Grade Football	6.00%	2,136	6.50%	2,315	7.00%	2,493
Football Assistant	4.00%	1,424	4.50%	1,602	5.00%	1,780
7th Boys Basketball	6.00%	2,136	6.50%	2,315	7.00%	2,493
7th Girls Basketball	6.00%	2,136	6.50%	2,315	7.00%	2,493
8th Boys Basketball	6.00%	2,136	6.50%	2,315	7.00%	2,493
8th Girls Basketball	6.00%	2,136	6.50%	2,315	7.00%	2,493
Asst. Basketball*	4.00%	1,424	4.00%	1,424	4.00%	1,424
Cheerleading	2.00%	712	2.50%	890	3.00%	1,068
Boys Tennis	3.00%	1,068	3.50%	1,246	4.00%	1,424
Girls Tennis	3.00%	1,068	3.50%	1,246	4.00%	1,424
Boys Track	4.00%	1,424	4.50%	1,602	5.00%	1,780
Girls Track	4.00%	1,424	4.50%	1,602	5.00%	1,780
7th Volleyball	5.00%	1,780	5.50%	1,958	6.00%	2,136
8th Volleyball	5.00%	1,780	5.50%	1,958	6.00%	2,136
Asst. Volleyball*	2.50%	890	2.5%	890	2.50%	890
Wrestling	5.00%	1,780	5.50%	1,958	6.00%	2,136
MS Intramural Director	6.00%	2,136	6.50%	2,315	7.00%	2,493

*If authorized by the District due to participation; same % applies to all levels (I, II, III) for that position

**APPENDIX A
SCHEDULE C – COACHING
2019-2020**

No automatic renewal of Schedule C appointments, with positions posted annually as needed.

	LEVEL I		LEVEL II		LEVEL III	
		NOT-CAP	CAP	Level 1 and 2	CAP	Level 3 and 4
HIGH SCHOOL VARSITY						
Baseball	9.50%	3,417	10.00%	3,596	11.00%	3,956
Boys Basketball	14.50%	5,215	15.00%	5,395	16.00%	5,754
Girls Basketball	14.50%	5,215	15.00%	5,395	16.00%	5,754
Cheerleading/ Competitive	9.00%	3,237	9.50%	3,417	10.00%	3,596
Boys Cross Country	8.50%	3,057	9.00%	3,237	10.00%	3,596
Girls Cross Country	8.50%	3,057	9.00%	3,237	10.00%	3,596
Football	14.50%	5,215	15.00%	5,395	16.00%	5,754
Golf	8.50%	3,057	9.00%	3,237	10.00%	3,596
Cheerleading/Competitive	12.50%	4,496	13.00%	4,675	14.00%	5,035
Cheerleading/Sideline (per season)	8.50%	3,057	9.00%	3,237	10.00%	3,596
Boys Soccer (Fall)	9.50%	3,417	10.00%	3,596	11.00%	3,956
Girls Soccer (Spring)	9.50%	3,417	10.00%	3,596	11.00%	3,956
Softball	9.50%	3,417	10.00%	3,596	11.00%	3,956
Boys Tennis	8.50%	3,057	9.00%	3,237	10.00%	3,596
Girls Tennis	8.50%	3,057	9.00%	3,237	10.00%	3,596
Boys Track	9.50%	3,417	10.00%	3,596	11.00%	3,956
Girls Track	9.50%	3,417	10.00%	3,596	11.00%	3,956
Volleyball	12.50%	4,496	13.00%	4,675	14.00%	5,035
Wrestling	12.50%	4,496	13.00%	4,675	14.00%	5,035
ASSISTANT						
Cross Country	5.00%	1,798	5.50%	1,978	6.00%	2,158
Football (2)	8.00%	2,877	8.50%	3,057	9.00%	3,237
Boys Tennis	5.00%	1,798	5.50%	1,978	6.00%	2,158
Girls Tennis	5.00%	1,798	5.50%	1,978	6.00%	2,158
Boys Track	6.00%	2,158	6.50%	2,338	7.00%	2,517
Girls Track	6.00%	2,158	6.50%	2,338	7.00%	2,517
Wrestling	7.00%	2,517	7.50%	2,697	8.00%	2,877
JUNIOR VARSITY						
Baseball	6.00%	2,158	6.50%	2,338	7.00%	2,517
Boys Basketball	9.00%	3,237	9.50%	3,417	10.00%	3,596
Girls Basketball	9.00%	3,237	9.50%	3,417	10.00%	3,596
Cheerleading/season	3.00%	1,079	3.50%	1,259	4.00%	1,439
Football (2)	8.00%	2,877	8.50%	3,057	9.00%	3,237
Boys Soccer (Fall)	6.00%	2,158	6.50%	2,338	7.00%	2,517
Girls Soccer (Spring)	6.00%	2,158	6.50%	2,338	7.00%	2,517
Softball	6.00%	2,158	6.50%	2,338	7.00%	2,517
Volleyball	7.00%	2,517	7.50%	2,697	8.00%	2,877

	LEVEL I		LEVEL II		LEVEL III	
	NOT-CAP		CAP		CAP	
			Level 1 and 2		Level 3 and 4	
FRESHMAN						
Boys Basketball	8.00%	2,877	8.50%	3,057	9.00%	3,237
Girls Basketball	8.00%	2,877	8.50%	3,057	9.00%	3,237
Cheerleading/season	3.00%	1,079	3.50%	1,259	4.00%	1,439
Football (2)	8.00%	2,877	8.50%	3,057	9.00%	3,237
Volleyball	7.00%	2,517	7.50%	2,697	8.00%	2,877
HS Intramural Director	6.00%	2,158	6.50%	2,338	7.00%	2,517
MIDDLE SCHOOL						
7th Grade Football	6.00%	2,158	6.50%	2,338	7.00%	2,517
8th Grade Football	6.00%	2,158	6.50%	2,338	7.00%	2,517
Football Assistant	4.00%	1,439	4.50%	1,618	5.00%	1,798
7th Boys Basketball	6.00%	2,158	6.50%	2,338	7.00%	2,517
7th Girls Basketball	6.00%	2,158	6.50%	2,338	7.00%	2,517
8th Boys Basketball	6.00%	2,158	6.50%	2,338	7.00%	2,517
8th Girls Basketball	6.00%	2,158	6.50%	2,338	7.00%	2,517
Asst. Basketball*	4.00%	1,439	4.00%	1,439	4.00%	1,439
Cheerleading	2.00%	719	2.50%	899	3.00%	1,079
Boys Tennis	3.00%	1,079	3.50%	1,259	4.00%	1,439
Girls Tennis	3.00%	1,079	3.50%	1,259	4.00%	1,439
Boys Track	4.00%	1,439	4.50%	1,618	5.00%	1,798
Girls Track	4.00%	1,439	4.50%	1,618	5.00%	1,798
7th Volleyball	5.00%	1,798	5.50%	1,978	6.00%	2,158
8th Volleyball	5.00%	1,798	5.50%	1,978	6.00%	2,158
Asst. Volleyball*	2.50%	899	2.5%	899	2.50%	899
Wrestling	5.00%	1,798	5.50%	1,978	6.00%	2,158
MS Intramural Director	6.00%	2,158	6.50%	2,338	7.00%	2,517

*If authorized by the District due to participation; same % applies to all levels (I, II, III) for that position

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 7th and 8th 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. Appointments to coaching positions will be made, and expire, annually. The parties agree that individuals shall have no right or expectancy to re-appointment to any coaching position.

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, subject to the Board premium contribution limits established in Section 3, below. If there is no Consortium, the Board and the Association shall immediately meet to negotiate over the selection of a replacement insurance product(s). All insurance benefits must comply with the PPACA, PA 152, and the IRS Code, including any requirements necessary to avoid penalties, taxes, or charges against the District or the teacher (except taxes or fees specifically imposed by the PPACA on the individual). Non-complying insurance shall be immediately modified to ensure compliance. Any change shall be the minimum necessary, and shall occur only after negotiating with the Association.

Insurance benefits for K-12 teachers shall be provided through a MESSA PAK. K-12 teachers who elect to enroll in a MESSA PAK that includes health insurance shall be responsible for all medical benefit plan costs that exceed the Board's premium contribution, as established in Section 3 below and for fifteen percent (15%) of the premium for vision, dental, life and LTD. These amounts will be payroll deducted.

All MESSA-PAKS will include the following non-health benefits:

- Term Life Insurance (\$20,000 with AD&D)
- Vision: VSP3
- Dental: 80/80/80/80 = \$1,500 annual maximum (Class I, II, III) and \$1,200 Class IV
Lifetime maximum; no adult ortho
- LTD: 66 2/3% of maximum monthly eligible salary
\$5,000 monthly maximum benefit
90 calendar day/modified fill
Alcoholism/Drug and Mental/Nervous: same as other illness
2-year own occupation; 5% minimum benefit
Pre-existing condition waiver
Freeze on offsets; no COLA
Social Security offset

K-12 teachers enrolled in a PAK that does not include health insurance (but which includes all other PAK A benefits, as described above), shall not be responsible for premium contributions for those non-health benefits.

- (a) The Board will provide a payment of \$150 per month to any eligible K-12 bargaining unit member who does not enroll in a PAK with a 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 – 12 Participants	\$150 per month
13-18 Participants	\$300 per month
19+ Participants	\$400 per month

- (b) K-12 Teachers shall be provided insurance benefits for a twelve (12) month period starting on September 1st.
- (c) K-12 Teachers who are employed part-time or less than a full year will have their Board premium contributions for benefits prorated.
- (d) All benefits, definitions and terms shall be in accordance with the master policy between the Board and the insurance carrier.

Section 2:

Except as provided below, Community Education teachers will not qualify for Board premium contributions toward insurance programs or benefits unless they work an average of 29 or more hours for the District per week as defined in the Patient Protection and Affordable Care Act. 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, unless they work an average of 29 or more hours for the District per week as defined in the Patient Protection and Affordable Care Act.

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 15th 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.

Should a Community Education teacher become eligible to enroll in health insurance due to implementation of the Patient Protection and Affordable Care Act, that teacher will be eligible to enroll in single-subscriber health insurance coverage only, subject to the Board's premium contribution limit established in Section 3, below. Additionally, Community Education teachers may enroll eligible dependents in health insurance, at the sole and exclusive expense of the Community Education teacher, as provided above.

Section 3:

The Board's premium contributions for health insurance for K-12 teachers enrolled in a PAK plan that includes a health product shall not exceed the following monthly amounts which have been set at the premium caps established by 2011 Public Act 152:

	<u>Effective July 1, 2018</u> <u>(or the first day of the month following</u> <u>the month of ratification if later than</u> <u>July 1, 2018)</u>
Single:	\$ 546.71*
Two Person:	\$1,143.34
Family:	\$1,491.03

- (a) Continue with current insurance plan, subject to restrictions of the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seg., with new hard cap added to health insurance effective 07-01-2018 with premium changes effective 01/01/19. Premium change costs will be effective 1-1-19 and change according to hard caps each January therein.

*Also, the amount payable by the District for eligible community education teachers.

The employee share of the monthly insurance premium will be payroll deducted on the first and the second pay periods per month rather than as a single deduction once a month.

The Board's monthly contribution for those K-12 teachers enrolled in the HSA/ABC plan will be made exclusively as medical benefit plan cost contributions (i.e. no deductible funding or prefunding by the Board), not to exceed the monthly amounts established above.

Section 4: 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 2018-19 CALENDAR

(180 Student Days; 188 Teacher Days)

Aug 27,28,29	Teacher Professional Development Days	No Students
Aug 27	Open House (<i>HS</i>)	6:00-7:30 P.M.
Aug 27	Open House/Orientation (<i>ELEM</i>)	5:30-7:00 P.M.
Aug 28	Open House (<i>MS</i>)	5:30-7:00 P.M.
Aug 28	Open House (<i>CS</i>)	6:00-7:30 P.M.
Prior to Sept 4	FLEXIBLE Teacher Work Day	No Students
Sept 4	First Student Day	½ Day in A.M. for K-12 Students
Sept 28	District-Wide Professional Development	½ Day in A.M. for K-12 Students
Oct 3	Fall Student Count Day	
Oct 17	Parent-Teacher Conferences (<i>ELEM</i>), (<i>PS & Y5</i>)	1:00-7:15 P.M. - ½ Day in A.M. for K-5 Students
Oct 18	Parent-Teacher Conferences (<i>ELEM</i>)	1:00-7:15 P.M. - ½ Day in A.M. for K-5 Students
Oct 23	Parent-Teacher Conferences (<i>MS</i>)	4:00-7:15 P.M.
Oct 29	Parent-Teacher Conferences (<i>MS</i>)	4:00-7:15 P.M.
Oct 31	District-Wide Professional Development	½ Day in A.M. for K-12 Students
Nov 1	Parent-Teacher Conferences (<i>HS</i>), (<i>Alt Ed</i>)	4:00-7:15 P.M.
Nov 8	Parent-Teacher Conferences (<i>HS</i>)	4:00-7:15 P.M.
Nov 21	Parent-Teacher Conference Release	No Students
Nov 22, 23	Thanksgiving Break	No School
Dec 14	District-Wide Professional Development	½ Day in A.M. for K-12 Students
Dec 24-Jan 4	Winter Break	No School
Jan 7	School Resumes	
Jan 15,16,17	Grades 6-12 Exams (A.M.)	½ Day in A.M. for 6-12 Students
Jan 18	FLEXIBLE Teacher Work Day	No Students
Feb 13	Spring Student Count Day	
Feb 15, 18	Mid-Winter Break	No School – May be used as snow day make-up if needed
Feb 28	Parent-Teacher Conferences (<i>MS</i>)	4:00-7:15 P.M.
Mar 5	Parent-Teacher Conferences (<i>MS</i>)	4:00-7:15 P.M.
Mar 7	Parent-Teacher Conferences (<i>HS</i>), (<i>Alt Ed</i>)	4:00-7:15 P.M.
Mar 14	Parent-Teacher Conferences (<i>HS</i>)	4:00-7:15 P.M.
Mar 29	Parent-Teacher Conference Release	No Students
Apr 1-5	Spring Break	No School
Apr 8	School Resumes	
Apr 19	District-Wide Professional Development	½ Day in A.M. for K-12 Students
Apr 24	Parent-Teacher Conferences (<i>ELEM</i>), (<i>PS & Y5</i>)	1:00-7:15 P.M. - ½ Day in A.M. for K-5 Students
Apr 25	Parent-Teacher Conferences (<i>ELEM</i>)	1:00-7:15 P.M. - ½ Day in A.M. for K-5 Students
May 17	District-Wide Professional Development	½ Day in A.M. for K-12 Students
May 27	Memorial Day	No School
May 31	HS Graduation	7:00 P.M. Falan Field
June 7	Community Ed Graduation	7:00 P.M. Performing Arts Center
June 11,12,13	Grades 6-12 Exams (A.M.)	½ 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
After June 13	FLEXIBLE Teacher Work Day	

"No School" means no students and no teachers / "No Students" means teachers only

EXHIBIT A

NOTIFICATION OF USAGE OF PERSONAL LEAVE DAY

Name: _____

Date leave to be taken: _____

Signed: _____

Date submitted: _____

Approval of building principal: _____

Date approved: _____

Paw Paw Public Schools
Professional Development Guidelines

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

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.

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

**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.