

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**

2006-2009

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AGREEMENT

PREAMBLE

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

WHEREAS, the parties recognize their obligations to bargain with the VBCEA/PPEA, MEA-NEA pursuant to the provisions of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.201 *et seq.*, as amended; on wages, hours and other conditions of employment.

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

THIS AGREEMENT made and entered into this 16th day of January 2007, by and between the BOARD OF EDUCATION of the Paw Paw School District, Van Buren County, Michigan, hereinafter referred to as the "Board," and the Van Buren County Education Association/Paw Paw Education Association, MEA-NEA, hereinafter referred to as the "Association."

ARTICLE I - RECOGNITION

Section 1: Pursuant to the provisions of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.201 *et seq.*, as amended, the Board hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement for: all certified personnel and non-certified teachers as allowed under the State Department of Education Guidelines, either full or part time, of the Paw Paw School District, including classroom teachers, guidance counselors, librarians/media specialists, reading teachers, special education teachers, but excluding all administrative and executive personnel, substitute teachers, pre-kindergarten teachers, adult education teachers, High School Completion teachers, enrichment program teachers, recreation program teachers, all persons employed under Schedule B who are not regularly employed as day time certificated teachers, and all other employees.

- (a) The Board further agrees that for the duration of this Agreement, or any extension hereof, it will not recognize nor bargain with any entity other than the Association with respect to the compensation and working conditions of its teachers. The term "teacher" when used hereinafter refers to all employees represented by the Association in the bargaining unit as above defined.

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

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

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

ARTICLE II - CONTINUITY OF OPERATIONS

Section 1: The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 1 of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.201.

Section 2: The Board and the Association agrees that they will not, during the period of this Agreement, directly or indirectly, knowingly engage in or assist in any unfair labor practices as defined by Section 10 of the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.210.

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

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

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

Section 3: This agency shop provision shall become effective immediately upon ratification by the Association and shall apply to those teachers under contract who are members of the Association as of August 16, 1980, and all new teachers who are placed on the contract since August 16, 1980. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties as required as set forth above shall pay a fee to the Association as a condition of employment, an amount determined by the Association in compliance with the requirements of law, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided for under Section 5 of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Section 5, the Board is authorized, as a condition of this agreement pursuant to the authority set forth in Section 7 of the Payment of Wages and Benefits Act, Michigan Compiled Laws 408.477, to payroll deduct mandatory service fees and remit same to the Association.

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

Section 5: From the first paycheck of each month (September-June) from those employees who have so authorized by properly executed payroll deduction authorization cards, the contents of which comply with all Federal and State requirements, the Board agrees to deduct membership dues or service fees for the Association. Upon request from the Association, the Board will provide annually the current salary step information for each employee required for calculation of Association dues or fees. The amount of the deductions to be made by the Board as authorized by the employee shall be calculated and provided to the Board by the Association with the authorization for the deductions signed by the employee.

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

- (a) In all proceedings at the School District level, the legal expenses incurred by the Employer in connection with the application of this provision shall not exceed expenses which are usual and customary in southwestern Michigan.
- (b) The Association is allowed to defend such action, at its own expense and through its own counsel.
- (c) The Board gives timely notice of such action to the Association.
- (d) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

ARTICLE IV - ASSOCIATION'S RIGHTS

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

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

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

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

Section 5: Before adoption by the Board or administrative staff of any substantial change in regard to wages, hours or conditions of employment as defined in Section 15 of the Michigan Public Employment Relations Act Michigan Compiled Laws 423.215, the Board recognizes the right of the Association to request a conference between representatives of the Board and Association concerning the reasonableness thereof.

ARTICLE V - BOARD'S RIGHTS

Section 1: The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal laws as well as the terms and conditions of this Agreement. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

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

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

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

ARTICLE VI - NEGOTIATION PROCEDURES

Section 1: In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and the Association. Each organization agrees that its negotiating team represents the respective organization and has authority to act in its behalf.

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

ARTICLE VII - EMPLOYMENT REQUIREMENTS

Section 1: No teacher shall be required to work more than seven and three-quarter (7 3/4) hours per day. (This time to include a duty free lunch period of no less time than students have for the particular school.) Said duty free lunch time shall be scheduled between the time the first student lunch period begins and the time the last student lunch period ends for that particular school.

- (a) The normal weekly teaching load for both middle school and senior high school shall conform to the requirements of the North Central Association of Secondary Schools. While the Board recognizes that the optimum teaching load consists of no more than three (3) preparations and two (2) stations, both parties acknowledge that situations may arise due to architectural limitations or extent of class offerings which will necessitate exceeding the above loads. In such case the matter shall be referred to the Communications Committee and the affected teacher in order to explore possible forms of relief.
- (b) All teachers in the secondary schools, grades 6-12, shall receive an equivalent of one (1) class period for planning time with a minimum of forty-five (45) consecutive minutes. Secondary teachers normally will not be required to have playground or lunchroom supervision. However, 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.
- (c) Secondary teachers, whose primary assignment is as counselor, are, at the request of their building administrator, required to work up to the equivalent of ten (10) additional days. These ten (10) days will be scheduled during the two weeks preceding the first teacher work day and two weeks following the last teacher work day unless mutually agreed to otherwise. Additionally, with mutual consent, these days may be scheduled in partial day increments. The salary for this additional time is set forth in Schedule B.

- (d) Effective with teachers newly hired for the 2004-05 school year, teachers hired to teach special education are expected to remain in a special education teaching position for the duration of their probationary period unless otherwise agreed to between the teacher and administration.
- (e) Beginning with the 1997-98 school year, the elementary special teachers' student contact time will be increased by fifteen (15) minutes each day.
- (f) In elementary schools, physical education, music, art, library, recess or other similar curriculum time will be counted toward planning time. All full-time elementary teachers shall receive a minimum of an equivalent of 2.5 hours per week of planning time during the student day. [Art may be offered on an every-other-week basis at which such planning time will be calculated over a two (2) week period.] The District can provide for such planning time as it deems appropriate. It is agreed teachers will be free of student supervision during such planning time.
- (g) Elementary teachers will not be required to have lunchroom or playground supervision. However, the Association recognizes a need for supervision when elementary students are required to stay in the building due to climatic conditions.
 - 1) Breakfast Program - When students are required to stay in the building before the start of classes, they will be supervised by two (2) special teachers and two (2) classroom teachers for a total of four (4) teachers. The teachers will supervise the students on a rotating basis. Paraprofessionals will also supervise the students.
 - 2) During Recess - At the Early Elementary, when students are required to stay in the building during recess, they will be divided into two (2) groups and assigned to the A-P room for fifteen (15) minutes per group. At the Later Elementary, when students are required to stay in the building during recess, they will be divided into three (3) groups and assigned to the A-P room for twenty (20) minutes per group. These students will be supervised by two (2) teachers and two (2) aides. The teachers will supervise the students on a rotating basis. [Teachers will not be responsible for such supervision of students provided there are at least three (3) aides assigned to an elementary building.]
- (h) On days when no students are scheduled, teacher arrival time will be 8:00 a.m., one (1) hour for lunch and the work day will end at 3:30 p.m.
- (i) On half (1/2) days and early release days, elementary teachers will have a five (5) minute break in the morning.

- (j) The regular work day for teachers shall be as follows:

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

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

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

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

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

- (k) When an assembly takes place during a period of time where a teacher's students would normally be supervised by a "special" teacher, teacher's students shall normally be supervised during said assembly by such "special" teacher. If, during such circumstances, the teacher attends the assembly, the "special" teacher must take the affected students at a mutually convenient time in order to "make up" the time lost to the classroom teacher as the result of the assembly.

Section 2: By the first week of each month, a time will be set aside for two (2) faculty meetings during the month. An additional special faculty meeting may be called by the administration during the teachers' work day upon two (2) days prior notice of such meetings. The purpose of the special faculty meetings is to conduct activities which are urgent and cannot be conducted during regular staff meetings. In no event shall more than three (3) faculty meetings, (including a special meeting), be scheduled per month.

Section 3: At any time in any building if students are not required to be present because of physical breakdown or climatic conditions, teachers shall also be released without loss of pay. The parties recognize that current state law requires that time be made up pursuant to the laws, rules and regulations promulgated by the state. Teachers will be required to make up all time as required by the state.

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

- (e) The parties have also agreed that if, during any year of this Agreement, it is necessary to make up the equivalent of less than one (1) day or more than five (5) days of school, the parties will meet and confer and explore the options available as to rescheduling those days at other times during the school year.

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

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

Section 6: It is agreed upon by the teachers at Paw Paw High School and the administration that teachers will supervise Saturday School from 7:55 a.m. until 11:00 a.m.

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

ARTICLE VIII - CLASS SIZE

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

- (a) The optimum number of students per classroom shall be as follows:
 - (1) Grades K-3: 25
 - (2) Grades 4-5: 26
 - (3) Grades 6-8: 28
 - (4) Grades 7-12: Class sizes shall conform to North Central Standards.

(5) In skill subjects in grades 6-12, class size shall be limited to a number which allows for safe operation.

(b) In the Early Elementary and Later Elementary Schools, the Board agrees to provide ten (10) hours of aide time per week for in-classroom assistance of teachers. This time must be scheduled in advance with the building 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 classes exceed the optimum numbers set out in subsection (a) above, then the matter shall be referred to the Communications Committee and the affected teacher in order to explore forms of relief. If the class size issue is not resolved to the satisfaction of the teacher(s) involved, the teacher(s) , with the Association's approval, may appeal the issue to the Superintendent. The Superintendent will conduct a hearing within fourteen (14) days. The Superintendent will give a response to the issue within five (5) days after the hearing.

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

ARTICLE IX - TEACHING CONDITIONS

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

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

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

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

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

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

ARTICLE X - ACADEMIC FREEDOM

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

ARTICLE XI - PROFESSIONAL ASSIGNMENTS

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

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

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

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

- (a) Qualified and certified teachers on partial assignment who desire the assignment on the basis of seniority provided there aren't more senior teachers on lay off.
- (b) Recall of qualified and certified laid off teachers pursuant to the recall provisions.
- (c) Consideration of pending assignment requests. While such consideration might result in the movement of current staff, the District is under no obligation to make any such re-assignments during a school year. If the Board fills the position on a temporary basis, the position or a resulting vacancy will be posted in the spring.

Section 4: The parties agree that it is in the best interest of all teachers and the District to make all tentative teaching assignments for the next school year as early as possible during the preceding spring. Every teacher will be asked to indicate on a form supplied by the District

whether or not he/she intends to continue teaching in the District the following year. On the same form, all teachers shall be given the opportunity to file assignment requests for the next school year. Such assignment request shall set forth the name and address of the teacher, the reasons for the request, the building, grade or assignment sought and the applicant's qualifications therefor. The form must be submitted prior to the commencement of spring break. The assignment request may be discussed by the teacher with his/her building administrator.

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

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

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

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

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

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

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

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

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

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

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

- (a) To fill positions in understaffed schools.
- (b) Due to over-staffed schools.
- (c) Due to new or revised programs requiring special skills.
- (d) Due to vacancies created by termination of employment.
- (e) Due to personality conflict.
- (f) When participation in the affected program has declined.
- (g) When the program has not met the expectation or need of the curriculum council.
- (h) When the affected teacher has not shown significant improvement in response to a plan of assistance program.

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

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

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

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

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

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

Section 8: Seniority shall be computed by the length of time a person has been employed by the Board in a position which requires a teacher's certificate since the employee's most recent date of hire.

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

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

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

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

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

Section 5: Compensation: The District will pay each teacher participating in a job sharing assignment one-half (1/2) of the participants' appropriate salary or said salary shall be prorated in accordance with the percentage of time worked if other than one-half (1/2.) All benefits under the Collective Bargaining Agreement shall be prorated on the basis of time worked. Participants must agree to enroll for dental insurance with a resulting payroll deduction.

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

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

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

ARTICLE XIII - REDUCTION OF PERSONNEL AND RECALL PROCEDURES

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

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

Section 2: Following the decisions as enumerated above relative to the lay off of probationary employees, tenured teachers will be laid off on the basis of qualifications,

certification and seniority with the Paw Paw Public Schools. The parties agree that every effort will be made to continue to employ more senior teachers following a layoff provided that all remaining teachers are qualified as defined by this Agreement for the remaining positions available in the School District.

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

- (a) "Certified" is defined as the extent and limitations of the endorsement listed on the teacher's current, valid certificate issued by the Michigan Department of Education.
- (b) "Qualified" shall be defined as:
For positions at the elementary, middle school, and high school level, and for which state or federal standards exist, teachers must meet the definition of "highly qualified" in accordance with federal legislation as defined by the Elementary and Secondary Education Act (ESEA), the state legislation, and the rules and regulations as defined by the Michigan Department of Education.

In addition, the following standards shall apply:

<u>Special Area</u>	<u>Positions Affected</u>	<u>Standard</u>
Music	Instrumental Music	Major concentration in brass or woods as indicated on college transcript.
Music	Vocal	Major concentration in vocal performance area as indicated on college transcript.
Physical Education		Major
Art		Major
Media	Media Center	Must meet the criteria for North Central accreditation.
Counseling		Masters Degree in counseling.
Kindergarten		Must hold a ZA endorsement or have previous kindergarten teaching experience.

- (e) Special Education - Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
- (f) For the purposes of this Article and all other references in this Agreement, a major shall consist of an official major as stated on a college or university transcript or shall consist of at least the equivalent of twenty-four (24) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject which are equivalent to a major. A minor shall consist of an official minor as stated on the college or university transcript or at

least the equivalent of fifteen (15) semester hours in a given area or shall consist of a combination of sufficient undergraduate and/or graduate hours in a given subject which are equivalent to a minor.

- (1) It is understood that a teacher with nine (9) semester hours in a given subject area will be considered qualified at the time of lay off and shall be given a summer session to achieve the aforementioned fifteen (15) semester hours. Extensions of the time limit for the fifteen (15) semester hour qualifications may be granted by the Board for good and sufficient reason. A teacher who does not achieve such fifteen (15) semester hours of credit can be laid off by the Board and replaced with a qualified teacher.
- (2) When new qualification standards are developed by the Curriculum Council, they shall forward their recommendations to the Association and the Superintendent. Upon mutual agreement of the Association and the Superintendent, a Letter of Agreement shall be developed setting forth the new standard.

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

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

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

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

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

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

- (a) Laid off teachers must keep the Superintendent's office informed of their current addresses.
- (b) The Board will send teachers who are being recalled a certified letter at the teacher's last known address which is on file in the Superintendent's office.

- (c) Teachers must notify the Superintendent's office within fourteen (14) calendar days after receiving the recall notice as to whether they are accepting or rejecting the recall.
- (d) If a teacher rejects or does not respond to the recall notice within fourteen (14) calendar days, the teacher will be removed from the recall list and will be terminated from the District's employment.

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

Section 11: When the District has notified the Association that it is necessary to lay off members of the bargaining unit, the District will accept requests from staff members for a one (1) year voluntary unpaid leave of absence. Such leave would be granted in lieu of laying off a teacher and must be mutually agreeable between the teacher and the Board. Upon the expiration of the leave, the teacher would be returned to a position for which the teacher is both certified and qualified. As a condition to the granting of such leave, the teacher would have to agree that he or she would not apply or accept unemployment benefits during the term of such leave. During such leave, the teacher will not accrue seniority; however, benefits accumulated prior to layoff shall be reinstated upon return to work. A teacher on a voluntary unpaid leave may pay the premiums for his/her health insurance to the District if such is allowed by the insurance carrier.

ARTICLE XIV - BUILDING ASSIGNMENTS

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

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

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

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

ARTICLE XV - SICK LEAVE

Section 1: Ten (10) days of sick leave per year with full pay shall be granted to each tenure teacher at the start of the school year, and five (5) days of sick leave per semester with full pay

shall be granted to each probationary teacher at the beginning of each semester of employment not to exceed ten (10) days in any one year, which may be used by teachers in case of necessary absence due to:

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

Section 2: Unused sick leave shall be allowed to accumulate for each teacher to a maximum of one hundred fifty (150) days.

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

Section 3: Effective the 2000-2001 school year, the Board will provide payment for unused sick days as follows:

- \$40.00 per day if the teacher submits his/her notice before October 15 for a resignation as a bargaining unit member at the end of the first semester or March 15 for a resignation at the end of the school year.
- \$30.00 per day if the teacher submits his/her notice before December 1 for a resignation at the end of the first semester or June 15 for a resignation at the end of the school year.

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

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

Section 4: The necessity for utilization of sick leave benefits shall be verified by an appropriate person when required by the Board. Falsification of such certification shall be cause for disciplinary action.

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

Section 6: When a teacher is absent as a result of an injury compensable under the Michigan Workers' Compensation Act, the District shall supplement said teacher's salary through the application of any sick leave benefit which said teacher has accrued for the purpose of bringing the teacher's compensation to the level of net earnings experienced by said teacher prior to his/her compensable injury.

Section 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.

ARTICLE XVI – ADOPTION LEAVE

Section 1: A teacher shall be granted up to 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 XVII - 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 XVIII - LEAVES WITH PAY NOT DEDUCTED FROM SICK LEAVE

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

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

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

- (a) This time shall not be used for recreational purposes, school visitations, shopping or job interviews; nor shall it be used the day prior or the day following a vacation period or holiday.
- (b) Teachers shall not utilize personal leave on non-student days (i.e., professional development days) or partial student days except in cases of emergencies or to conduct business that cannot be conducted at a different time.
- (c) The teacher desiring to use his personal leave day shall file a notification form with his building administrator setting out the date on which this leave day will be taken. This notification shall be submitted no later than five (5) days prior to taking the personal leave day except in case of emergency. The teacher using the personal leave day shall state in the notification that a personal leave day is being taken, and that the purpose therefor is not for any activity forbidden under the terms of this Article (see Exhibit A attached.)

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

ARTICLE XIX - LEAVES WITHOUT PAY

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

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

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

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

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

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

ARTICLE XX - ASSOCIATION LEAVE

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

ARTICLE XXI - PROTECTION OF TEACHERS

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

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

Section 3: The complaint by a parent of a student directed toward a teacher shall be called to the teacher's attention. However, no disciplinary action or report of any kind shall be taken or made against a teacher unless such complaint has been brought to the teacher's attention within a period of five (5) school days after receipt of the complaint. In the event any of the above is placed in the teacher's file, the teacher will be given a copy of the document, and the teacher will have the right of due process under Article XXVI. Each teacher shall, upon request, have the opportunity to review the contents of his/her own personnel file excluding confidential information (recommendations). A representative of the Association may, at the teacher's written request, accompany the teacher in this review.

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

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

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

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

ARTICLE XXII - TEACHER EVALUATION AND TENURE

Section 1: The Board and Association agree to utilize the "Teacher Evaluation Procedures and Forms" as ratified on June 2, 1995 and attached hereto effective the beginning of the 95-96 school year.

Section 2: The Association recognizes the right and responsibility of the Administration to evaluate the performance of Teachers, and to visit the classrooms as deemed appropriate.

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

ARTICLE XXIII - SUBSTITUTES

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

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

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

ARTICLE XXIV – CURRICULUM COUNCIL AND SCHOOL IMPROVEMENT TEAM

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

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

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

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

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

ARTICLE XXV - RETIREMENT

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

ARTICLE XXVI - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. The term "days" referred to in this Article shall mean regular school days. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is possible.

Section 2: **STEP ONE.** In the event that a teacher or the Association believes there is a basis for a grievance, they shall first discuss the alleged grievance with the building principal or the designated representative, either personally or accompanied by his/her Association representative. The informal discussion shall take place within seven (7) days after the occurrence of the event, or when a grievant had knowledge or should have had knowledge of the

event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner.

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

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

Section 5: **STEP FOUR.** If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) days after the meeting with the Superintendent, an appeal may be filed in writing by the Association with the Secretary of the Board of Education within seven (7) days after the decision of the Superintendent is given or is required to be given if none is given. A Board committee appointed by the President of the Board shall meet to review such grievance and shall meet with the grievant and/or his/her representative, if so requested. This meeting shall take place prior to the next regular Board meeting or within two (2) calendar weeks, whichever shall be later. The Board committee shall make a recommendation to the entire Board. The disposition of said grievance shall be made by the Board in writing at its next regular meeting or no later than seven (7) days thereafter. A copy of such disposition shall be given to the teacher and the Association.

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

The arbitrator shall have no authority or power to add to, subtract from, disregard, alter, amend or modify in any manner any of the terms and provisions of this Agreement, nor shall he/she have any power to rule on the final evaluation, termination of services or failure to re-employ any probationary teacher, the termination of services or failure to re-employ any teacher

to a position on the extracurricular schedule or any claim or complaint alleging a violation of the teacher's civil rights or any matter subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended.)

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

Section 7: The time indicated at each step of the proceedings under this Article shall be considered as maximum. The time of the proceedings may be extended, however, upon good cause as determined by mutual agreement of both parties. Such extension shall be in written form and signed by both parties. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. Whenever possible, a grievance shall be resolved prior to the end of the school year in which the grievance arose. In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays, Monday through Friday, being as if they were school days in determining the time limits set forth.

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

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

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

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

ARTICLE XXVII - GENERAL PROVISIONS

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

Section 2: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending

a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

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

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

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

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

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

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

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

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

The Executive Council will adhere to the following guidelines:

- A. Meet on a regular basis.
- B. Agenda items be shared in advance.
- C. The Administrators and Association Representatives will be responsible for obtaining input from their respective groups and informing them of the Executive Council actions.

- D. The Executive Council is not intended to replace the grievance procedure or other procedures set forth in the Master Agreement.

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

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

ARTICLE XXVIII - MENTOR TEACHER

1. The building principal and an association representative shall appoint a person who qualifies under Section 1526 of the Revised School Code, Michigan Compiled Laws 380.1526 as a mentor for each mentee. Any person so selected may decline to serve as a mentor. Bargaining unit members shall be given first consideration.
2. Every reasonable effort shall be made to match mentor teachers and mentee teachers who work in the same building and have the same area of certification.
3. 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.
4. Upon request, the administration may provide release time so the mentor may work with the mentee in his/her assignment during the regular work day. When possible, the mentor and mentee will be assigned a common preparation time.
5. Each mentor shall be compensated at the rate per Appendix A, Schedule B each year for his/her services. It is understood that this compensation shall be for all activities related to being a mentor teacher, including training. The parties recognize and agree that it is essential that the District notify potential mentors of the foreseeable time commitment involved in such responsibility prior to the time that a mentor volunteers for such responsibility.
6. The mentor teacher shall not participate in the supervision or evaluation of the mentee. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee's evaluation.

ARTICLE XXIX - 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: When the main school improvement committee at the building level is established, the Administration will appoint the teacher selected by the Association as one of the teacher representatives on such a committee. When the School Improvement District

Coordination Committee is established, the Superintendent and Association President shall meet for purposes of designating one of the appointed teachers as the liaison to the Association.

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

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

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

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

ARTICLE XXX - DURATION

Section 1: This Agreement shall become effective as of the 25th day of August 2006, and the terms and provisions thereof shall remain in full force and effect through the 24th day of August 2009, and from year to year thereafter unless either party shall notify the other in writing prior to April 15, 2009, or prior to April 15th of any subsequent renewal period of its intention to amend, modify or termination this Agreement.

VBCCEA/PPEA/NEA

By: [Signature]
PPEA Representative

Date: 4-09-07

By: Cynthia Barros
PPEA Representative

Date: 4-10-07

By: [Signature]
VBCCEA Representative

Date: 4/19/2007

PAW PAW BOARD OF EDUCATION

By: [Signature] Supt. PPS

Date: 3.29.07

By: Karen M. Ayres

Date: 4.10.07

By: Judy E. Buscema

Date: 3-30-07

APPENDIX A
SCHEDULE A - 2006-2007 TEACHER SALARY SCHEDULE
2.25% INCREASE

Years of Experience	B.A.	M.A.	M.A. + 30
0.0	\$32,889	\$35,494	\$37,120
0.5	33,579	36,258	37,884
1.0	34,269	37,021	38,646
1.5	34,989	37,817	39,443
2.0	35,709	38,613	40,238
2.5	36,458	39,443	41,069
3.0	37,209	40,273	41,899
3.5	37,990	41,139	42,765
4.0	38,771	42,005	43,631
4.5	39,585	42,908	44,534
5.0	40,400	43,811	45,437
5.5	41,248	44,753	46,378
6.0	42,096	45,696	47,321
6.5	42,981	46,677	48,302
7.0	43,865	47,660	49,286
7.5	44,787	48,684	50,310
8.0	45,706	49,709	51,335
8.5	46,666	50,778	52,404
9.0	47,626	51,848	53,473
9.5	48,625	52,960	54,587
10.0	49,627	54,077	55,703
10.5	50,669	55,237	56,864
11.0	51,710	56,402	58,028
11.5		57,615	59,241
12.0		58,827	60,452
Plus longevity amounts as follows for years specified			
13.0	1,034		
14.0	1,034	1,177	1,209
15.0	2,327	2,647	2,720
16.0	2,327	2,647	2,720
17.0	2,327	2,647	2,720
18.0	2,327	2,647	2,720
19.0	2,327	2,647	2,720
20.0	3,103	3,530	3,627
21.0	3,103	3,530	3,627
22.0	3,103	3,530	3,627
23.0	3,103	3,530	3,627
24.0	3,103	3,530	3,627
25.0	3,490	3,971	4,081
26.0	3,490	3,971	4,081
27.0-30.0	4,395	5,000	5,138

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

APPENDIX A
SCHEDULE A - 2007-2008 TEACHER SALARY SCHEDULE
2.0% INCREASE

Years of Experience	B.A.	M.A.	M.A. + 30
0.0	\$33,547	\$36,204	\$37,862
0.5	34,251	36,983	38,642
1.0	34,954	37,761	39,419
1.5	35,689	38,573	40,232
2.0	36,423	39,385	41,043
2.5	37,187	40,232	41,890
3.0	37,953	41,078	42,737
3.5	38,750	41,962	43,620
4.0	39,546	42,845	44,504
4.5	40,377	43,766	45,425
5.0	41,208	44,687	46,346
5.5	42,073	45,648	47,306
6.0	42,938	46,610	48,267
6.5	43,841	47,611	49,268
7.0	44,742	48,613	50,272
7.5	45,683	49,658	51,316
8.0	46,620	50,703	52,362
8.5	47,599	51,794	53,452
9.0	48,579	52,885	54,542
9.5	49,598	54,019	55,679
10.0	50,620	55,159	56,817
10.5	51,682	56,342	58,001
11.0	52,744	57,530	59,189
11.5		58,767	60,426
12.0		60,004	61,661
Plus longevity amounts as follows for years specified			
13.0	1,187		
14.0	1,187	1,350	1,387
15.0	2,505	2,850	2,929
16.0	2,505	2,850	2,929
17.0	2,505	2,850	2,929
18.0	2,505	2,850	2,929
19.0	2,505	2,850	2,929
20.0	3,297	3,750	3,854
21.0	3,297	3,750	3,854
22.0	3,297	3,750	3,854
23.0	3,297	3,750	3,854
24.0	3,297	3,750	3,854
25.0	3,692	4,200	4,316
26.0	3,692	4,200	4,316
27.0-30.0	4,615	5,250	5,395

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

APPENDIX A
SCHEDULE A - 2008-2009 TEACHER SALARY SCHEDULE
2.0% INCREASE

Years of Experience	B.A.	M.A.	M.A. + 30
0.0	\$34,218	\$36,928	\$38,619
0.5	34,936	37,723	39,415
1.0	35,653	38,516	40,207
1.5	36,403	39,344	41,037
2.0	37,151	40,173	41,864
2.5	37,931	41,037	42,728
3.0	38,712	41,900	43,592
3.5	39,525	42,801	44,492
4.0	40,337	43,702	45,394
4.5	41,185	44,641	46,334
5.0	42,032	45,581	47,273
5.5	42,914	46,561	48,252
6.0	43,797	47,542	49,232
6.5	44,718	48,563	50,253
7.0	45,637	49,585	51,277
7.5	46,597	50,651	52,342
8.0	47,552	51,717	53,409
8.5	48,551	52,830	54,521
9.0	49,551	53,943	55,633
9.5	50,590	55,099	56,793
10.0	51,632	56,262	57,953
10.5	52,716	57,469	59,161
11.0	53,799	58,681	60,373
11.5		59,942	61,635
12.0		61,204	62,894
Plus longevity amounts as follows for years specified			
13.0	1,345		
14.0	1,345	1,530	1,572
15.0	2,690	3,060	3,145
16.0	2,690	3,060	3,145
17.0	2,690	3,060	3,145
18.0	2,690	3,060	3,145
19.0	2,690	3,060	3,145
20.0	3,497	3,978	4,088
21.0	3,497	3,978	4,088
22.0	3,497	3,978	4,088
23.0	3,497	3,978	4,088
24.0	3,497	3,978	4,088
25.0	3,900	4,437	4,560
26.0	3,900	4,437	4,560
27.0-30.0	4,842	5,508	5,660

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

APPENDIX A – SCHEDULE A

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

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
12, 13, 14 years (B.A.)	2%	2.25%	2.5%
13, 14 years (M.A.)	2%	2.25%	2.5%
15 years	4.5%	4.75%	5.0%
20 years	6.0%	6.25%	6.5%
25 years	6.75%	7.0%	7.25%
27, 28, 29, 30 years	8.5%	8.75%	9.0%

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

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

*Teachers at 31 years of service or above are eligible for longevity payments at the 27-30 year level. This provision will “sunset” at the end of the 2008-09 school year.

Section 2: 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 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 salary schedule by the following dates:

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

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

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

Section 6: Effective January 1, 1995, credit on the salary schedule for the part-time teachers and administrators will be granted on the following basis:

1. Half (1/2) time or more employees will be granted full credit.
2. Less than half (1/2) time employees will be granted half (1/2) credit.

APPENDIX A

SCHEDULE B – EXTRACURRICULAR NON-COACHING

	Percent*** of BA-0	2006-07	2007-08	2008-09
Annual Sponsor High School	7.75%	\$2,549	\$2,600	\$2,652
Annual Sponsor Middle School	3.50%	1,151	1,174	1,198
Band Director High School	9.50%	3,124	3,187	3,251
Band Director Middle School	3.00%	987	1,006	1,027
Before & After School Year Counselor		Pay Their Hourly Rate	Pay Their Hourly Rate	Pay Their Hourly Rate
Building North Central Chairperson		1,175	1,199	1,223
Camp Coordinator (3)	1.50%	493	503	513
Camp Supervision – Per Teacher	1.75%	576	587	599
Choral Director High School	6.50%	2,138	2,181	2,224
Choral Director Middle School	3.25%	1,069	1,090	1,112
Class Sponsor - Freshman (2)	1.00%	329	335	342
Class Sponsor - Sophomore (2)	1.00%	329	335	342
Class Sponsor - Junior (2)	2.75%	904	923	941
Class Sponsor – Senior (2)	1.50%	493	503	513
Computer Technician High School	16.67%	5,483	5,592	5,704
Curriculum Council Chairperson	1.75%	576	587	599
Curriculum Writer		Substitute Teacher Rate	Substitute Teacher Rate	Substitute Teacher Rate
(2006-07 Substitute teacher rate is currently \$40.00 up to 3-½ hours and \$75.00 for up to 6-½ hours.)				
Debate Coach	1.50%	493	503	513
Dramatics High School	3.50%	1,151	1,174	1,198
Dramatics Middle School	2.00%	658	671	684
Driver's Education		\$23.60/hour	\$24.07/hour	\$24.55/hour
Forensics	1.50%	493	503	513
Key Club	1.00%	329	335	342
Math Team Coach Middle School	1.00%	329	335	342
Mentor Teacher	1.00%	329	335	342
Musical Director	4.75%	1,562	1,593	1,625
Musical Director Assistant	3.25%	1,069	1,090	1,112
National Honor Society (2)	2.00%	658	671	684
Quiz Bowl Coach High School	1.00%	329	335	342
SADD Sponsor	1.00%	329	335	342
Safety Patrol	1.25%	411	419	428
School Newspaper High School	4.25%	1,398	1,426	1,454
School Newspaper Middle School	4.00%	1,316	1,342	1,369
Science Olympiad Head Coach High School	2.00%	658	671	684
Science Olympiad Head Coach Middle School	2.00%	658	671	684
Science Olympiad Asst Coach High School (up to two positions)	1.50%	493	503	513
Science Olympiad Asst Coach Middle School (up to two positions)	1.50%	493	503	513
Student Council High School	7.00%	2,302	2,348	2,395
Student Council Middle School	6.00%	1,973	2,013	2,053
Subject Area Chairperson	3.50%	1,151	1,174	1,198
Subject Area Committee Member	1.00%	329	335	342
Summer School/Before & After School Day/Tutoring/Weekends		\$26.73/hour	\$27.26/hour	\$27.81/hour

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

***The percentage is based on the beginning step (0-step) of the BA schedule.

APPENDIX A
SCHEDULE C – COACHING
2006-07

	LEVEL I		LEVEL II		LEVEL III	
	Non-teachers Not pace cert		Non-teach with pace Teachers not pace		Teachers with pace or equivalent	
HIGH SCHOOL VARSITY						
Baseball	9.50%	\$3,124	10.00%	\$3,289	11.00%	\$3,618
Boys Basketball	14.50%	4,769	15.00%	4,933	16.00%	5,262
Girls Basketball	14.50%	4,769	15.00%	4,933	16.00%	5,262
Cheerleading/season	4.50%	1,480	5.00%	1,644	6.00%	1,973
Boys Cross Country	8.50%	2,796	9.00%	2,960	10.00%	3,289
Girls Cross Country	8.50%	2,796	9.00%	2,960	10.00%	3,289
Football	14.50%	4,769	15.00%	4,933	16.00%	5,262
Golf	8.50%	2,796	9.00%	2,960	10.00%	3,289
Pom Poms	4.50%	1,480	5.00%	1,644	6.00%	1,973
Boys Soccer (Fall)	9.50%	3,124	10.00%	3,289	11.00%	3,618
Girls Soccer (Spring)	9.50%	3,124	10.00%	3,289	11.00%	3,618
Softball	9.50%	3,124	10.00%	3,289	11.00%	3,618
Boys Tennis	8.50%	2,796	9.00%	2,960	10.00%	3,289
Girls Tennis	8.50%	2,796	9.00%	2,960	10.00%	3,289
Boys Track	9.50%	3,124	10.00%	3,289	11.00%	3,618
Girls Track	9.50%	3,124	10.00%	3,289	11.00%	3,618
Volleyball	12.50%	4,111	13.00%	4,276	14.00%	4,604
Wrestling	12.50%	4,111	13.00%	4,276	14.00%	4,604
ASSISTANT						
Cross Country	5.00%	1,644	5.50%	1,809	6.00%	1,973
Football (2)	8.00%	2,631	8.50%	2,796	9.00%	2,960
Boys Tennis	5.00%	1,644	5.50%	1,809	6.00%	1,973
Girls Tennis	5.00%	1,644	5.50%	1,809	6.00%	1,973
Boys Track	6.00%	1,973	6.50%	2,138	7.00%	2,302
Girls Track	6.00%	1,973	6.50%	2,138	7.00%	2,302
Wrestling	7.00%	2,302	7.50%	2,467	8.00%	2,631
JUNIOR VARSITY						
Baseball	6.00%	1,973	6.50%	2,138	7.00%	2,302
Boys Basketball	9.00%	2,960	9.50%	3,124	10.00%	3,289
Girls Basketball	9.00%	2,960	9.50%	3,124	10.00%	3,289
Cheerleading/season	3.00%	987	3.50%	1,151	4.00%	1,316
Football (2)	8.00%	2,631	8.50%	2,796	9.00%	2,960
Boys Soccer (Fall)	6.00%	1,973	6.50%	2,138	7.00%	2,302
Girls Soccer (Spring)	6.00%	1,973	6.50%	2,138	7.00%	2,302
Softball	6.00%	1,973	6.50%	2,138	7.00%	2,302
Volleyball	7.00%	2,302	7.50%	2,467	8.00%	2,631

SCHEDULE C – COACHING 2006-07 (Continued)

	LEVEL I		LEVEL II		LEVEL III	
	Non-teachers Not pace cert		Non-teach with pace Teachers not pace		Teachers with pace	
FRESHMAN						
Boys Basketball	8.00%	2,631	8.50%	2,796	9.00%	2,960
Girls Basketball	8.00%	2,631	8.50%	2,796	9.00%	2,960
Cheerleading/season	3.00%	987	3.50%	1,151	4.00%	1,316
Football (2)	8.00%	2,631	8.50%	2,796	9.00%	2,960
Volleyball	7.00%	2,302	7.50%	2,467	8.00%	2,631
HS INTRAMURAL DIRECTOR	6.00%	1,973	6.50%	2,138	7.00%	2,302
MIDDLE SCHOOL						
7th Grade Football	6.00%	1,973	6.50%	2,138	7.00%	2,302
8th Grade Football	6.00%	1,973	6.50%	2,138	7.00%	2,302
7th Boys Basketball	6.00%	1,973	6.50%	2,138	7.00%	2,302
7th Girls Basketball	6.00%	1,973	6.50%	2,138	7.00%	2,302
8th Boys Basketball	6.00%	1,973	6.50%	2,138	7.00%	2,302
8th Girls Basketball	6.00%	1,973	6.50%	2,138	7.00%	2,302
Cheerleading	2.00%	658	2.50%	822	3.00%	987
Boys Tennis	3.00%	987	3.50%	1,151	4.00%	1,316
Girls Tennis	3.00%	987	3.50%	1,151	4.00%	1,316
Boys Track	4.00%	1,316	4.50%	1,480	5.00%	1,644
Girls Track	4.00%	1,316	4.50%	1,480	5.00%	1,644
7th Volleyball	5.00%	1,644	5.50%	1,809	6.00%	1,973
8th Volleyball	5.00%	1,644	5.50%	1,809	6.00%	1,973
Wrestling	5.00%	1,644	5.50%	1,809	6.00%	1,973
MS INTRAMURAL DIRECTOR	6.00%	1,973	6.50%	2,138	7.00%	2,302

APPENDIX A
SCHEDULE C – COACHING
2007-08

	<u>LEVEL I</u>		<u>LEVEL II</u>		<u>LEVEL III</u>	
	Non-teachers Not pace cert		Non-teach with pace Teachers not pace		Teachers with pace or equivalent	
HIGH SCHOOL VARSITY						
Baseball	9.50%	\$3,187	10.00%	\$3,355	11.00%	\$3,690
Boys Basketball	14.50%	4,864	15.00%	5,032	16.00%	5,367
Girls Basketball	14.50%	4,864	15.00%	5,032	16.00%	5,367
Cheerleading/season	4.50%	1,510	5.00%	1,677	6.00%	2,013
Boys Cross Country	8.50%	2,851	9.00%	3,019	10.00%	3,355
Girls Cross Country	8.50%	2,851	9.00%	3,019	10.00%	3,355
Football	14.50%	4,864	15.00%	5,032	16.00%	5,367
Golf	8.50%	2,851	9.00%	3,019	10.00%	3,355
Pom Poms	4.50%	1,510	5.00%	1,677	6.00%	2,013
Boys Soccer (Fall)	9.50%	3,187	10.00%	3,355	11.00%	3,690
Girls Soccer (Spring)	9.50%	3,187	10.00%	3,355	11.00%	3,690
Softball	9.50%	3,187	10.00%	3,355	11.00%	3,690
Boys Tennis	8.50%	2,851	9.00%	3,019	10.00%	3,355
Girls Tennis	8.50%	2,851	9.00%	3,019	10.00%	3,355
Boys Track	9.50%	3,187	10.00%	3,355	11.00%	3,690
Girls Track	9.50%	3,187	10.00%	3,355	11.00%	3,690
Volleyball	12.50%	4,193	13.00%	4,361	14.00%	4,697
Wrestling	12.50%	4,193	13.00%	4,361	14.00%	4,697
ASSISTANT						
Cross Country	5.00%	1,677	5.50%	1,845	6.00%	2,013
Football (2)	8.00%	2,684	8.50%	2,851	9.00%	3,019
Boys Tennis	5.00%	1,677	5.50%	1,845	6.00%	2,013
Girls Tennis	5.00%	1,677	5.50%	1,845	6.00%	2,013
Boys Track	6.00%	2,013	6.50%	2,181	7.00%	2,348
Girls Track	6.00%	2,013	6.50%	2,181	7.00%	2,348
Wrestling	7.00%	2,348	7.50%	2,516	8.00%	2,684
JUNIOR VARSITY						
Baseball	6.00%	2,013	6.50%	2,181	7.00%	2,348
Boys Basketball	9.00%	3,019	9.50%	3,187	10.00%	3,355
Girls Basketball	9.00%	3,019	9.50%	3,187	10.00%	3,355
Cheerleading/season	3.00%	1,006	3.50%	1,174	4.00%	1,342
Football (2)	8.00%	2,684	8.50%	2,851	9.00%	3,019
Boys Soccer (Fall)	6.00%	2,013	6.50%	2,181	7.00%	2,348
Girls Soccer (Spring)	6.00%	2,013	6.50%	2,181	7.00%	2,348
Softball	6.00%	2,013	6.50%	2,181	7.00%	2,348
Volleyball	7.00%	2,348	7.50%	2,516	8.00%	2,684

SCHEDULE C – COACHING 2007-08 (Continued)

	LEVEL I		LEVEL II		LEVEL III	
	Non-teachers Not pace cert		Non-teach with pace Teachers not pace		Teachers with pace	
FRESHMAN						
Boys Basketball	8.00%	2,684	8.50%	2,851	9.00%	3,019
Girls Basketball	8.00%	2,684	8.50%	2,851	9.00%	3,019
Cheerleading/season	3.00%	1,006	3.50%	1,174	4.00%	1,342
Football (2)	8.00%	2,684	8.50%	2,851	9.00%	3,019
Volleyball	7.00%	2,348	7.50%	2,516	8.00%	2,684
HS INTRAMURAL DIRECTOR	6.00%	2,013	6.50%	2,181	7.00%	2,348
MIDDLE SCHOOL						
7th Grade Football	6.00%	2,013	6.50%	2,181	7.00%	2,348
8th Grade Football	6.00%	2,013	6.50%	2,181	7.00%	2,348
7th Boys Basketball	6.00%	2,013	6.50%	2,181	7.00%	2,348
7th Girls Basketball	6.00%	2,013	6.50%	2,181	7.00%	2,348
8th Boys Basketball	6.00%	2,013	6.50%	2,181	7.00%	2,348
8th Girls Basketball	6.00%	2,013	6.50%	2,181	7.00%	2,348
Cheerleading	2.00%	671	2.50%	839	3.00%	1,006
Boys Tennis	3.00%	1,006	3.50%	1,174	4.00%	1,342
Girls Tennis	3.00%	1,006	3.50%	1,174	4.00%	1,342
Boys Track	4.00%	1,342	4.50%	1,510	5.00%	1,677
Girls Track	4.00%	1,342	4.50%	1,510	5.00%	1,677
7th Volleyball	5.00%	1,677	5.50%	1,845	6.00%	2,013
8th Volleyball	5.00%	1,677	5.50%	1,845	6.00%	2,013
Wrestling	5.00%	1,677	5.50%	1,845	6.00%	2,013
MS INTRAMURAL DIRECTOR	6.00%	2,013	6.50%	2,181	7.00%	2,348

APPENDIX A
SCHEDULE C – COACHING
2008-09

	LEVEL I		LEVEL II		LEVEL III	
	Non-teachers Not pace cert		Non-teach with pace Teachers not pace		Teachers with pace or equivalent	
HIGH SCHOOL VARSITY						
Baseball	9.50%	3,251	10.00%	3,422	11.00%	3,764
Boys Basketball	14.50%	4,962	15.00%	5,133	16.00%	5,475
Girls Basketball	14.50%	4,962	15.00%	5,133	16.00%	5,475
Cheerleading/season	4.50%	1,540	5.00%	1,711	6.00%	2,053
Boys Cross Country	8.50%	2,909	9.00%	3,080	10.00%	3,422
Girls Cross Country	8.50%	2,909	9.00%	3,080	10.00%	3,422
Football	14.50%	4,962	15.00%	5,133	16.00%	5,475
Golf	8.50%	2,909	9.00%	3,080	10.00%	3,422
Pom Poms	4.50%	1,540	5.00%	1,711	6.00%	2,053
Boys Soccer (Fall)	9.50%	3,251	10.00%	3,422	11.00%	3,764
Girls Soccer (Spring)	9.50%	3,251	10.00%	3,422	11.00%	3,764
Softball	9.50%	3,251	10.00%	3,422	11.00%	3,764
Boys Tennis	8.50%	2,909	9.00%	3,080	10.00%	3,422
Girls Tennis	8.50%	2,909	9.00%	3,080	10.00%	3,422
Boys Track	9.50%	3,251	10.00%	3,422	11.00%	3,764
Girls Track	9.50%	3,251	10.00%	3,422	11.00%	3,764
Volleyball	12.50%	4,277	13.00%	4,448	14.00%	4,791
Wrestling	12.50%	4,277	13.00%	4,448	14.00%	4,791
ASSISTANT						
Cross Country	5.00%	1,711	5.50%	1,882	6.00%	2,053
Football (2)	8.00%	2,737	8.50%	2,909	9.00%	3,080
Boys Tennis	5.00%	1,711	5.50%	1,882	6.00%	2,053
Girls Tennis	5.00%	1,711	5.50%	1,882	6.00%	2,053
Boys Track	6.00%	2,053	6.50%	2,224	7.00%	2,395
Girls Track	6.00%	2,053	6.50%	2,224	7.00%	2,395
Wrestling	7.00%	2,395	7.50%	2,566	8.00%	2,737
JUNIOR VARSITY						
Baseball	6.00%	2,053	6.50%	2,224	7.00%	2,395
Boys Basketball	9.00%	3,080	9.50%	3,251	10.00%	3,422
Girls Basketball	9.00%	3,080	9.50%	3,251	10.00%	3,422
Cheerleading/season	3.00%	1,027	3.50%	1,198	4.00%	1,369
Football (2)	8.00%	2,737	8.50%	2,909	9.00%	3,080
Boys Soccer (Fall)	6.00%	2,053	6.50%	2,224	7.00%	2,395
Girls Soccer (Spring)	6.00%	2,053	6.50%	2,224	7.00%	2,395
Softball	6.00%	2,053	6.50%	2,224	7.00%	2,395
Volleyball	7.00%	2,395	7.50%	2,566	8.00%	2,737

SCHEDULE C – COACHING 2008-09 (Continued)

	LEVEL I		LEVEL II		LEVEL III	
	Non-teachers Not pace cert		Non-teach with pace Teachers not pace		Teachers with pace	
FRESHMAN						
Boys Basketball	8.00%	2,737	8.50%	2,909	9.00%	3,080
Girls Basketball	8.00%	2,737	8.50%	2,909	9.00%	3,080
Cheerleading/season	3.00%	1,027	3.50%	1,198	4.00%	1,369
Football (2)	8.00%	2,737	8.50%	2,909	9.00%	3,080
Volleyball	7.00%	2,395	7.50%	2,566	8.00%	2,737
HS INTRAMURAL DIRECTOR	6.00%	2,053	6.50%	2,224	7.00%	2,395
MIDDLE SCHOOL						
7th Grade Football	6.00%	2,053	6.50%	2,224	7.00%	2,395
8th Grade Football	6.00%	2,053	6.50%	2,224	7.00%	2,395
7th Boys Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
7th Girls Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
8th Boys Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
8th Girls Basketball	6.00%	2,053	6.50%	2,224	7.00%	2,395
Cheerleading	2.00%	684	2.50%	855	3.00%	1,027
Boys Tennis	3.00%	1,027	3.50%	1,198	4.00%	1,369
Girls Tennis	3.00%	1,027	3.50%	1,198	4.00%	1,369
Boys Track	4.00%	1,369	4.50%	1,540	5.00%	1,711
Girls Track	4.00%	1,369	4.50%	1,540	5.00%	1,711
7th Volleyball	5.00%	1,711	5.50%	1,882	6.00%	2,053
8th Volleyball	5.00%	1,711	5.50%	1,882	6.00%	2,053
Wrestling	5.00%	1,711	5.50%	1,882	6.00%	2,053
MS INTRAMURAL DIRECTOR	6.00%	2,053	6.50%	2,224	7.00%	2,395

APPENDIX A
SCHEDULE C - Coaching

1. The percentage is based on the beginning step (0-step) of the BA schedule.
2. Level I - Non-teachers who are not PACE trained.

The pay for Level I will be mutually agreed to by the coach and the Board of Education or its designee. The pay will be no more than one-half percent (1/2%) less than the Level II pay for that position.

Level II - Non-teachers who are PACE certified or Teachers who are not PACE certified.

Level III - Teachers who are PACE certified or can demonstrate equivalent certification.

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 (1-1/2) times the head coach rate. Necessary assistants will be paid 4% (Level 1), 4-1/2% (Level 2) or 5% (Level 3).
6. Nothing contained herein shall guarantee that the above positions shall be filled nor prohibit the addition of personnel in any capacity.
7. After 10 consecutive years of coaching the same sport in the District, the percentage will be based on the beginning step (0-step) of the MA Schedule. Current coaches who have met these qualifications will receive this payment as of 2006-07. 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

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

MESSA PAK A

Health: Super Care 1 (Revised) Choices II PPO (10-1-04) \$100 Deductible \$5/\$10 Rx Co-pay Preventative Care Rider	Life: \$20,000 Life with AD&D	Vision: VSP2 – Silver	Dental: 80/80/80: \$1,000 (Class I, II, IIIA) 80: \$800 Class IV Lifetime maximum Sealants – Yes
LTD: 60% of Maximum Monthly Eligible Salary \$5,000 monthly max. 90 Calendar Day Modified Fill Alcoholism/Drug Waiver			
2 Year Own Occupation 5% Minimum Payout Pre-Existing Condition Waiver No Freeze on Offsets			

MESSA PAK B

Medical: None	LTD: Same as PAK A	Life: Same as PAK A	Vision: Same as PAK A	Dental: Same as PAK A
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- (a) The Board will provide a payment of \$125 per month to any eligible bargaining unit member who does not take the hospital/medical insurance program. Such sum shall be in the form of cash according to the Board's Cafeteria Plan which is required by Section 125 of the IRS Code. That amount will increase according to the following schedule:

1 – 16 Participants	\$125 per month
17-20 Participants	\$250 per month
21+ Participants	\$350 per month

- (b) The Board will not be obligated to provide the health insurance coverage to an employee who has available to him/her through another member of the employee's immediate family, a substantially equivalent insurance program and the amount of option money is less than the amount the Paw Paw District is providing.
- (c) Teachers shall be provided insurance benefits for a twelve (12) month period starting on September 1st.

- (d) Teachers who are employed part-time or less than a full year will have their benefits prorated.
- (e) All benefits, definitions and terms shall be in accordance with the master policy between the Board and the insurance carrier.

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

Teachers may have payroll deductions for MESSA Options, MPSERS Tax Deferred Plan (TDP), MEA-FS Tax Deferred Annuities (TDA), other annuity companies currently approved by the Board as listed below and other annuity companies which may be added as per Board policy.

- IDEX Mutual Funds
- The Pioneer Group
- The Prudential
- American Express Financial Advisors
- The Equitable
- Franklin Life Insurance Company
- G.L.P. & Associates, Inc.
- Janus Group
- Valic

PAW PAW PUBLIC SCHOOLS 2006-07 CALENDAR

(180 Student Days; 190 Teacher Days)

August 28	New Teacher Work Day	No Students
August 29-31	Teacher Professional Development Days (19.5 Hours)	No Students
Prior to Sept 5	FLEXIBLE Teacher Work Day	No Students
September 5	First Student Day	1/2 Day in A.M. for K-12 Students
September 13	Open House (<i>High School</i>)	6:30-8:00 P.M.
September 13	Open House (<i>Middle School</i>)	5:30-7:00 P.M.
September 14	Open House (<i>Early & Later Elem</i>)	5:30-7:00 P.M.
October 24	Parent-Teacher Conference (<i>High School</i>)	5:00-8:15 P.M.
October 24	Parent-Teacher Conference (<i>Middle School</i>)	3:00-6:15 P.M.
October 26	Parent-Teacher Conference (<i>High School</i>)	5:00-8:15 P.M.
October 26	Parent-Teacher Conference (<i>Middle School</i>)	5:00-8:15 P.M.
November 1	Parent-Teacher Conference (<i>Middle School</i>)	3:00-6:15 P.M.
November 14	Parent-Teacher Conference (<i>Early & Later Elem</i>)	1/2 Day in A.M. for K-5 Students; Conferences 1:00-8:30 P.M.
November 16	Parent-Teacher Conference (<i>Early & Later Elem</i>)	1/2 Day in A.M. for K-5 Students; Conferences 1:00-8:30 P.M.
November 22	Parent-Teacher Conference Release / In-Service	No Students
Nov 23-24	Thanksgiving Break	No School
Dec 23 - Jan 7	Winter Break	No School
January 8, 2007	School Resumes	
January 23-25	Grades 6-12 Exams (A.M.)	1/2 Day in A.M. for 6-12 Students
January 26	FLEXIBLE Teacher Work Day	No Students
February 6	Parent-Teacher Conference (<i>Middle School</i>)	5:00-8:15 P.M.
February 8	Parent-Teacher Conference (<i>Middle School</i>)	3:00-6:15 P.M.
February 26*	Mid-Winter Break	No School
March 13	Parent-Teacher Conference (<i>Early & Later Elem</i>)	1/2 Day in A.M. for K-5 Students; Conferences 1:00-8:30 P.M.
March 13	Parent-Teacher Conference (<i>High School</i>)	5:00-8:15 P.M.
March 15	Parent-Teacher Conference (<i>Early & Later Elem</i>)	1/2 Day in A.M. for K-5 Students; Conferences 1:00-8:30 P.M.
March 15	Parent-Teacher Conference (<i>High School</i>)	5:00-8:15 P.M.
March 16	Parent-Teacher Conference Release / In-Service	No Students
April 2-9	Spring Break	No School
April 10	School Resumes	
May 28	Memorial Day	No School
June 12-14	Grades 6-12 Exams (A.M.)	1/2 Day in A.M. for 6-12 Students
June 13	Next to Last Student Day	1/2 Day in A.M. for K-12 Students
June 14	Last Student Day	1/2 Day in A.M. for K-12 Students
June 15	FLEXIBLE Teacher Work Day	
June 18-19	FLEXIBLE Professional Development Days (2)	

*Possible make-up day for school closings.

"No School" means no students and no teachers.

"No Students" mean teachers only.

EXHIBIT A

NOTIFICATION OF USAGE OF PERSONAL LEAVE DAY

Name: _____

Date leave to be taken: _____

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

Signed: _____

Date submitted: _____

Approval of building principal: _____

Date approved: _____

ACCEPTABLE USE AGREEMENT – STAFF MEMBER

This agreement covers access to and use of Technology and Internet Services through network and dial-up connections. It was developed jointly between staff and administration. Revisions to the document will follow a similar process.

Paw Paw Public Schools (PPPS) is offering employee accounts to access the Educational Network (PAWPAWNET), which is coordinated through association with Ameritech. This document contains the terms and conditions of use that an employee agrees to follow when using PAWPAWNET and Ameritech resources. PPPS may modify this agreement anytime without written notice to the user. The most current version of the Acceptable Use Agreement will be posted on the PPPS website. (www.pawpaw.k12.mi.us/aup.htm)

TERMS AND CONDITIONSPurpose and Acceptable Use

1. PPPS established the PAWPAWNET for a limited educational purpose and official PPPS business. Use of any employee account must be in support of education and research, or day-to-day business activities, and consistent with the educational and business objectives of PPPS. The Superintendent of PPPS and his/her designees, may at any time make determinations that particular uses are or are not consistent with the purpose of PPPS.

The term “educational purpose” includes classroom and work related activities, career development, activities to develop skills in technology, limited, high-quality, self-discovery activities, and reasonable personal usage to the extent that such does not violate any express prohibitions of this acceptable usage agreement and does not interfere with the employees assigned duties and responsibilities.

2. The PAWPAWNET has not been established as a public access server or a public forum. PPPS retains the right to place reasonable restrictions on the material user’s access or post through PAWPAWNET. In addition, users are expected to abide by the rules set forth in PPPS policies and procedures, and all applicable laws and regulations when using PAWPAWNET.
3. This policy places restrictions on accessing inappropriate material. However, there is a wide range of material available on the Internet, which may not be appropriate for employees. It is not practical or possible for PPPS to monitor and enforce the wide range of social values represented on the Internet. PPPS recognizes that it is the employee’s primary responsibility in judging what is acceptable to access through PAWPAWNET.
4. User agrees to abide by the Ameritech Acceptable Use Policy found elsewhere in this agreement.

UNACCEPTABLE USE

Although some specific examples of prohibited use are stated, this policy does not attempt to state all required or prescribed behavior. The following uses of PAWPANET are considered unacceptable:

1. Behaviors that are considered unacceptable may result in termination of Internet access and/or the general use of technology as provided by the PPPS district.
2. Depending upon the severity of a user's inappropriate action(s), disciplinary action of up to and including employee termination may occur as decided by PPPS.
3. PPPS prohibits the use of PAWPANET for commercial for-profit purposes.
4. Use of obscene, profane, lewd, abusive, threatening, discriminatory or harassing language is prohibited on PAWPANET. This prohibition applies to public messages, private messages, and material posted on web pages.
5. Users shall not engage in any unlawful activity over PAWPANET.
6. PPPS prohibits the use of PAWPANET to access or post material that is pornographic, or advocates illegal acts, violence or discrimination towards other people (hate literature). A special exception may be made for hate literature if the purpose of such access is to conduct research pertaining to school business and is authorized by the employee's immediate supervisor. For employees who have access to PAWPANET at home, it is the employee's responsibility to ensure that such material is not accessed or posted.
7. Users agree to not knowingly or recklessly post false or defamatory information about a person or organization.
8. Plagiarism and copyright infringement is prohibited. Users shall not take ideas or writings of others and present them as if they were their own. Also, users shall not inappropriately or illegally reproduce a work on PAWPANET protected by a copyright. Respect the rights of copyright holders.
9. Unauthorized access to PAWPANET or any other computer system through PAWPANET or going beyond authorized access is prohibited. Users shall not access another person's material, information or files without permission.
10. Users agree not to intentionally attempt to disrupt PAWPANET or destroy data accessible through PAWPANET by spreading computer viruses or any other means.
11. Posting chain letters on PAWPANET is prohibited.

12. Users shall not bombard other users or the network system with email messages or send annoying messages to other persons or organizations.
13. Users shall not force (spoof) electronic mail messages or IP addresses.

OTHER TERMS AND CONDITIONS

1. PPPS prohibits the sharing of user names and passwords. Users must not let anyone else use their user name or password.
2. Access to PAWPANET is a privilege and not a right. Users must be considerate to other users.
3. Users must monitor email on a regular basis (at least once a month) and delete mail from the personal mail directory to avoid excessive use of the file server hard disk system.
4. Users are responsible for maintaining the integrity of the electronic mail system, which includes reporting all violations of privacy to PPPS. The user is responsible for making sure all email sent or received by him or her does not contain pornographic or indecent material, copyrighted material, inappropriate information or any other information which may be potentially threatening or dangerous to others on PAWPANET.
5. Users may not download large files unless absolutely necessary. If necessary, users should download the file at a time when PAWPANET is not being heavily used, typically the hours before 8:00 a.m. and after 2:30 p.m.
6. Users who can identify a security problem on the PAWPANET must notify PPPS administrators and not demonstrate the problem to other users.
7. PPPS may at a point in time establish personal web pages. PPPS will establish a process and criteria for the establishment and posting of material, including links to other sites, on these pages. Material presented on these pages must be related to the user's educational, career preparation or professional development activities.

LIABILITY

1. PPPS makes no warranties or assurances of any kind, whether express or implied, that the functions or services provided by or through the PAWPANET will be error-free or without defect. PPPS shall not be responsible for any damage users may suffer, including, but not limited to, loss of data resulting from delays, non-deliveries, missed-deliveries or service interruptions caused by PPPS's negligence or user's error or omission. PPPS does not guarantee and is in no way responsible for the accuracy or quality of information obtained

through or stored on the PAWPANET. Use of any information obtained by or through the PAWPANET is at the user's own risk. PPPS shall not be responsible for any financial obligations arising from the user's unauthorized use.

2. PPPS shall not be responsible for any financial obligations arising from the user's use of PAWPANET to purchase personal product(s) or service(s).

RIGHTS AND VIOLATIONS

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

AMERITECH ACCEPTABLE USE POLICY

The Customer agrees that the Customer's use of the Service will not violate Ameritech's Acceptable Use Policy. The current Ameritech Acceptable Use Policy is:

1. The Customer and its users must respect the legal protection provided to programs and data by copyright and other intellectual property laws.
2. The Customer and its users must respect the integrity of all computing systems. This means, for example, that the Customer's users will not develop programs that harass other users or infiltrate, damage or alter the software of a computer or computing system.

3. The Customer must not use the Service for malicious purposes or in a manner that violates applicable laws and regulations, including, but not limited to:
 - a. Posting or transmitting any message, data, image, program or file or publish a Web page:
 - which is libelous or defamatory;
 - that would violate any law or regulation or the property rights of Ameritech or others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks;
 - which contains viruses, worms, “Trojan horses” or any other code that has other destructive properties; we do not guarantee or warrant that files available through your use of the Service will be free of viruses, worms, “Trojan horses” or any other code that has destructive properties; and
 - b. Customer also may not:
 - load or download pictures or information having a bandwidth that causes a degradation in the performance of the Service;
 - transmit email in sufficient quantity that it causes a degradation in the performance of the Service;
 - use the Service to conduct illegal activity;
 - create any communication to defeat “idle time-outs” of the Service in a manner that causes a degradation in the performance of the Service; or
 - publish a Web page which directly or indirectly promotes or advertises any form of dial-up or Managed Internet Access Services;
 - post the same article or any number of substantially similar articles to more than five (5) Usenet or any other newsgroups, forums, email mailing lists or other similar groups or lists within a twenty-four hour period;
 - post any advertising or promotion of a commercial good, service, enterprise, or activity to any Usenet newsgroup except those groups that are designated for such purpose;
 - post any articles to Usenet newsgroups which are off-topic according to the charter or other public statement of the newsgroup; or
 - transmit charity requests via email or Usenet news postings, but you may post them on your home page; or
 - send any unsolicited email messages that include the direct or indirect promotion of a commercial good, service, enterprise, or activity to more than thirty (30) email addresses within a twenty-four hour period.

EXECUTIVE LIMITATION
ACCEPTABLE USE AGREEMENT – STAFF MEMBER

2400.2 AD.REG.
(Pg. 6 of 6)

4. The Customer must not use any Ameritech Service in a manner that either precludes or significantly interferes with use by others.

Ameritech reserves the right to modify the Ameritech Acceptable Use Policy upon written notice to the Customer consistent with evolving Internet use standards.

PAW PAW PUBLIC SCHOOLS

Received and Filed: 10/5/00

ACCEPTABLE USE AGREEMENT – STAFF MEMBER

Staff Member Agreement

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

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

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

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

Employee Name (Please Print)

Employee Signature

Date: _____

PPPS Department/Building: _____

**Paw Paw Public Schools
Professional Development Guidelines**

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

Flexible Professional Development

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

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

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

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

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

Scheduled Professional Development

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

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

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**PAW PAW PUBLIC SCHOOLS
FLEXIBLE PROFESSIONAL DEVELOPMENT LOG
2006-07**

NAME OF TEACHER _____ BUILDING _____

Date	Time	Workshop/Activity	Goal/Intended Outcome of Activity	Number of Hours	Admin. Pre-Approval
<u>EXAMPLE</u> 10/1/06	4-5 pm	Book study	Be able to identify reading problems and prescribe reading interventions	1	MP

Requirements: Principals must pre-approve participation in 13 hours of professional development in accordance with the teacher master agreement and state law. Flexible Professional Development should have a potential outcome of affecting students and student learning. Teachers may document 13 hours (minimum of 1 hour increments) on this form in lieu of attendance on June 18-19, 2007, Teacher Professional Development days. This professional development must be time spent beyond the normal teacher workday and must not be compensated in another way by the school district. College credits required by state certification law or credits that are reimbursed by the district may NOT apply. See guidelines for examples of allowable and non-allowable activities. **This form or plan must be submitted to the building principal by May 1, 2007.**

Signature of Teacher _____

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

Grievance # _____

Date Filed _____

Name of Grievant _____

Building _____

Date Cause of Grievance Occurred: _____

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant _____

Date _____

Signature _____

Date _____

STEP ONE

Date Informal Meeting with Principal Was Held: _____

STEP TWO

Date Received by Principal: _____

Disposition of Principal: _____

Signature _____

Date _____

Position of Grievant/Association: _____

Signature _____

Date _____

STEP THREE

Date Received by Superintendent: _____

Disposition of Superintendent: _____

Signature

Date

Position of Grievant/Association: _____

Signature

Date

STEP FOUR

Date Received by Board of Education: _____

Disposition of Board of Education: _____

Signature

Date

Position of Grievant/Association: _____

Signature

Date

STEP FIVE

Date Submitted to Arbitrator: _____

Disposition/Award of Arbitrator: _____

Signature

Date

PAW PAW PUBLIC SCHOOLS
TEACHER EVALUATION PROCEDURES AND FORMS
(Adopted June 2, 1995)

Tenure Teachers

Tenure Teachers will be evaluated on a three (3) year cycle. A minimum of **two Classroom Observations** must be held and must be **at least 60 calendar days apart**. However, additional observations may be scheduled. The time period, 60 calendar days, between observations may be changed by mutual agreement between Evaluator and Teacher. The intent is to complete the Evaluation process within one (1) school year.

DURING EVALUATION YEAR

- A. First Step - Should be completed by **January 31** unless it is mutually agreed to extend the deadline.
1. Pre-Conference: The Evaluator will meet with the Teacher to review the evaluation forms, the evaluation process and to discuss Teacher generated goals. The Evaluator may distribute material related to the evaluation process.
 2. First Classroom Observation: The observation will be scheduled, to the extent possible, at a time mutually agreeable to the Evaluator and Teacher.
 3. Post-Observation Conference: A Post-Observation Conference will be conducted within five (5) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
 - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
 - general and specific observations,
 - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
 - recommendations concerning suggested and/or requested changes in the teacher's performance.
 - b. The Evaluator and Teacher will discuss the completed Form and Summary. The results may be changed as deemed appropriate by the Evaluator.
 - c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received it. The Teacher may respond in writing to the Professional Evaluation Form within five (5) working days after receiving the Form.

B. **Second Step** - Should be implemented with the second observation scheduled **at least 60 calendar days** after the first observation. This step must be **completed by May 1**, unless it is mutually agreed to extend the deadlines.

1. **Pre-Conference:** The Evaluator will meet with the Teacher to review the Teacher generated goals. The Evaluator may distribute material related to the evaluation process.
2. **Second Classroom Observation:** This observation will be either scheduled or unscheduled as determined by the Evaluator after discussing this with the Teacher.
3. **Post-Observation Conference:** A Post-Observation Conference will be conducted within five (5) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
 - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
 - general and specific observations,
 - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
 - recommendations concerning suggested and/or requested changes in the teacher's performance.
 - b. The Evaluator and Teacher will discuss the completed Form and Summary. The results may be changed as deemed appropriate by the Evaluator.
 - c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received it. The Teacher may respond in writing to the Professional Evaluation Form within five (5) working days after receiving the Form.
 - d. The Professional Evaluation Form and the Final Professional Progress Report may be discussed at this Conference or they will be discussed at a meeting conducted within five (5) working days of the Post-Observation Conference unless it is mutually agreeable to postpone the meeting.

C. **Third Step**

1. The Evaluator will discuss with the Teacher the completed Professional Evaluation Form and the Final Professional Progress Report, **no later than May 15**, of the evaluation year. This meeting may be postponed by mutual agreement.

2. The Teacher will be considered to have performed satisfactorily unless he/she has failed to make the changes as requested by the Evaluator in the Professional Evaluation Form and Observation Summary.
3. If the Teacher is marked "Unsatisfactory" on the Final Professional Progress Report, the Teacher will be placed on an Individual Growth Plan (I.G.P.). The I.G.P. will be used in place of an I.D.P. as required by the Tenure Law.
4. The Teacher may respond in writing to the Professional Evaluation Form and the Final Professional Progress Report within five (5) working days.

NON-EVALUATION YEARS:

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

PROBATIONARY TEACHERS - Should be evaluated during each school year. Teachers who work a full school year will have a minimum of three (3) classroom observations which must be at least 60 calendar days apart following the below schedule. Teachers who work less than a full school year will be evaluated using the below schedule to the extent possible. Teachers who have not obtained tenure in another Michigan school district must serve four (4) probationary years. Teachers who have obtained tenure in another Michigan school district must serve two (2) years of probation unless the Board immediately places the teacher on tenure.

- A. First Step - Should be implemented within **two (2) months** after the Teacher's starting date each school year.
 1. Pre-Conference #1: The Evaluator will meet with the Teacher to review the evaluation forms, the evaluation process and to discuss Teacher generated goals. The Evaluator may distribute material related to the evaluation process. They will also determine a time for the first classroom observation and begin to develop the Individualized Development Plan (I.D.P.).
 2. Pre-Conference #2: The Evaluator will meet with Teacher to review the I.D.P. prior to the observation.
 3. First Classroom Observation: Must be scheduled **within two (2) months** after the teacher's starting date each school year.
 4. Post-Observation Conference: A Post-Observation Conference will be conducted within five (5) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:

- a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
 - general and specific observations,
 - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
 - recommendations concerning suggested and/or requested changes in the teacher's performance.
 - b. The Evaluator and Teacher will discuss the completed Form and Observation Summary. The results may be changed as deemed appropriate by the Evaluator.
 - c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received a copy of it. The Teacher may respond in writing to the Professional Evaluation Form summary within five (5) working days after receiving the Form.
 - d. Review and make needed changes in the I.D.P. All changes necessary, in order for the teacher to be evaluated satisfactorily, must be incorporated in the I.D.P.
- B. Second Step - There must be at least **60 calendar days** between the first and second observations. The second observation must be conducted no later than **five (5) months** after the Teacher's starting date each school year.
1. Pre-Conference: The Evaluator will meet with the Teacher to review the evaluation forms, the evaluation process and to discuss Teacher generated goals. The Evaluator may distribute material related to the evaluation process. The second Observation will either be scheduled or unscheduled as determined by the Evaluator after discussing this with the teacher. They will also review the I.D.P.
 2. Second Classroom Observation: The Observation must be conducted **at least 60 calendar days** after first observation and no later than **five (5) months** after the teacher's starting date each school year.
 3. Post-Observation Conference: A Post-Observation Conference will be conducted within five (5) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
 - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
 - general and specific observations,
 - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and

- recommendations concerning suggested and/or requested changes in the teacher's performance.
- b. The Evaluator and Teacher will discuss the completed Form and Observation Summary. The results may be changed as deemed appropriate by the Evaluator.
 - c. The Teacher shall be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received a copy of it. The Teacher may respond in writing to the Professional Evaluation Form within five (5) working days after receiving the Form.
 - d. The Teacher and Evaluator will review and make needed changes in the I.D.P. All changes necessary, in order for the teacher to be evaluated satisfactorily, must be incorporated in the I.D.P.
- C. Third Step - The third observation must be conducted **90 calendar days** before the end of the Teacher's school year.
1. Pre-Conference: The Evaluator will meet with the Teacher to review the evaluation forms, the evaluation process and to discuss Teacher generated goals. The Evaluator may distribute material related to the evaluation process. The third Observation will either be scheduled or unscheduled as determined by the Evaluator after discussing this with the teacher. They will also review the I.D.P.
 2. Third Classroom Observation: Must be completed **90 calendar days** prior to the end of the Teacher's school year.
 3. Post-Observation Conference: A Post-Observation Conference will be conducted within five (5) working days after the observation unless it is mutually agreed to postpone the Conference. The Conference will consist of the following:
 - a. The Teacher will be provided a Professional Evaluation Form which will include a written Observation Summary using a narrative format and should contain the following:
 - general and specific observations,
 - a general assessment of the teacher's performance in the areas described in the Professional Evaluation Form, and
 - recommendations concerning suggested and/or requested changes in the teacher's performance.
 - b. The Evaluator and Teacher will discuss the completed Form and Observation Summary. The results may be changed as deemed appropriate by the Evaluator.

- c. The Teacher will be given a copy of the Professional Evaluation Form and Observation Summary and sign the Form indicating he/she has received a copy of it. The Teacher may respond in writing to the Professional Evaluation Form within five (5) working days after receiving the Form.
- d. The Teacher and Evaluator will review the I.D.P. Assessment Form and the Teacher will sign the Form.
- e. The Teacher will be marked "Satisfactory" on the Final Professional Progress Report, if he/she has achieved all the goals in the I.D.P. or is making satisfactory progress towards meeting the goals and is rated "Satisfactory" in all columns on the Professional Evaluation Form.
- f. At the discretion of the Evaluator, the Teacher will be marked "Satisfactory," "Needs Improvement" or "Unsatisfactory" on the Final Professional Progress Report, if the Teacher is not making satisfactory progress towards achieving his/her goals in the I.D.P. and is rated in the "Needs Improvement" or "Unsatisfactory" columns on the Professional Evaluation Form.
- g. The Professional Evaluation Form and the Final Professional Progress Report may be discussed at this Conference or they may be discussed at a meeting conducted within five (5) working days of the Post-Observation Conference.

D. Fourth Step

1. Evaluator will discuss with the Teacher and complete the Professional Evaluation Form and the Final Professional Progress Report within five (5) working days of the final Post-Observation Conference. This meeting may be postponed by mutual agreement.
2. If the Teacher is marked in the "Unsatisfactory" column on the last Professional Evaluation Form, the Teacher will be placed on an Individual Growth Plan (I.G.P.) or recommended for release from the District at the end of the school year. The Evaluator may also make other recommendations as indicated on the Final Professional Progress Report.

**PAW PAW PUBLIC SCHOOLS
Professional Evaluation Form**

CHECK ONE:

- | | |
|--|---|
| <input type="checkbox"/> First-year Probationary | <input type="checkbox"/> Second-year Probationary |
| <input type="checkbox"/> Third-year Probationary | <input type="checkbox"/> Fourth-year Probationary |
| <input type="checkbox"/> Tenure | |

NAME OF SCHOOL: _____ **TEACHER:** _____

GRADE OR SUBJECT TAUGHT: _____ **DATE OF EMPLOYMENT:** _____

VISIT MADE BY: _____

CLASSROOM OBSERVATION: Date _____ Time _____

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

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

Evaluator

Date

Teacher

Date

White Copy – Teacher (Signature indicates you have received a copy. Teacher may respond within five (5) working days)
Pink Copy – Superintendent
Yellow Copy - Evaluator

PAW PAW PUBLIC SCHOOLS
Observation Summary

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

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

Teacher

Date and Time of Observation

Evaluator

Date

Attach to the Professional Evaluation Form.

PAW PAW PUBLIC SCHOOLS
Final Professional Progress Report For Tenure Teachers

TEACHER: _____ DATE OF CONFERENCE: _____

SCHOOL: _____ GRADE & SUBJECT: _____

DEGREES HELD: _____

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

 *

I. PROFESSIONAL HISTORY:

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

II. PRESENT STATUS: _____ Tenure

III. RECOMMENDATION: _____ Teacher's performance is (satisfactory, unsatisfactory)

IV. ADDITIONAL RECOMMENDATIONS:

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

 *

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

 Evaluator

 Date

 Teacher

 Date

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

White Copy – Teacher

Pink Copy – Superintendent

Yellow Copy - Evaluator

PAW PAW PUBLIC SCHOOLS
Final Professional Progress Report For Probationary Teachers

TEACHER: _____ DATE OF CONFERENCE: _____

SCHOOL: _____ GRADE & SUBJECT: _____

DEGREES HELD: _____

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

I. PROFESSIONAL HISTORY:

A. Certification: _____ Provisional
 _____ Permanent
 _____ Continuing Certification

B. Experience: _____ Years District Experience
 _____ Years Total Experience

II. PRESENT STATUS:

_____ First Year Probationary
 _____ Second Year Probationary
 _____ Third Year Probationary
 _____ Fourth Year Probationary

III. RECOMMENDATION:

_____ Teacher's performance is (satisfactory, needs improvement, unsatisfactory)

IV. ADDITIONAL RECOMMENDATIONS:

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

*

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

 Evaluator

 Date

 Teacher

 Date

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

White Copy – Teacher

Pink Copy – Superintendent

Yellow Copy - Evaluator

PAW PAW PUBLIC SCHOOLS
Individualized Development Plan

NAME: _____ **SCHOOL:** _____

EVALUATOR: _____ **ASSIGNMENT:** _____

I. CURRICULUM/INSTRUCTIONAL STRATEGY GOAL:

Strategies: _____

Administrative Support and Resources: _____

II. LEARNING ENVIRONMENT GOAL:

Strategies: _____

Administrative Support and Resources: _____

III. PUPIL/PARENT COMMUNICATION AND INVOLVEMENT GOAL:

Strategies: _____

Administrative Support and Resources: _____

IV. PROFESSIONAL DEVELOPMENT GOAL:

Strategies: _____

Administrative Support and Resources: _____

I.D.P. ASSESSMENT:

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

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

Evaluator

Date

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

Teacher

Date

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

PAW PAW PUBLIC SCHOOLS
Individualized Development Plan Assessment Form

NAME: _____ SCHOOL: _____

EVALUATOR: _____ ASSIGNMENT: _____

ASSESSMENT OF GOALS

I. CURRICULUM / INSTRUCTIONAL STRATEGY GOAL:

II. LEARNING ENVIRONMENT GOAL:

III. PUPIL/PARENT COMMUNICATION AND INVOLVEMENT GOAL:

IV. PROFESSIONAL DEVELOPMENT GOAL:

Evaluator

Date

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

Teacher

Date

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

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

NAME: _____ SCHOOL: _____

EVALUATOR: _____ ASSIGNMENT: _____

I. STATEMENT OF AREA NEEDING IMPROVEMENT:

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

III. ASSISTANCE TO BE OFFERED:

IV. MONITORING SYSTEM:

Evaluator

Date

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

Teacher

Date

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

PAW PAW PUBLIC SCHOOLS
Individualized Growth Plan Assessment Form

NAME: _____ SCHOOL: _____

EVALUATOR: _____ ASSIGNMENT: _____

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

II. **Current Status**

- Satisfactory Progressing Satisfactorily
towards achieving Needed
Improvement Unsatisfactory

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

*

Evaluator

Date

Teacher

Date

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

5

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

Re: Least Restrictive Environment, Medically Fragile, Special Education & Special Needs Students

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

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

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

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

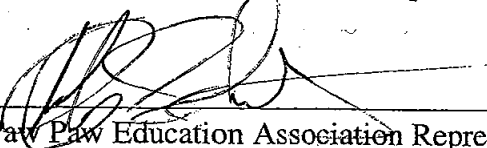
Such participation as outlined in the Letter of Agreement shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.



Paw Paw Board of Education Representative

3.29.07

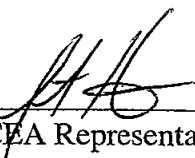
Date



Paw Paw Education Association Representative

04-09-07

Date



VBCEA Representative

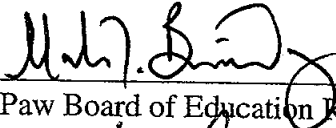
4/19/2007

Date

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

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

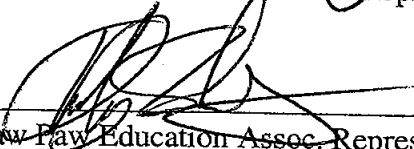
1. The Association agrees that elementary teachers should be at their classroom doors three (3) minutes before the tardy bell rings, which is the time student instructional time begins. This student "supervision" time will not increase during the life of the Agreement.
2. The Association considers that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



Paw Paw Board of Education Representative

3.29.07


Date



Paw Paw Education Assoc. Representative

04-09-07

Date



VBCEA Representative

4/19/2007

Date

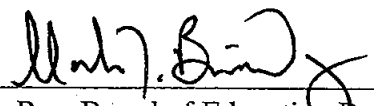
LETTER OF AGREEMENT #3

Between the
PAW PAW BOARD OF EDUCATION

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

The below parties agree to the following concerning Leaves Without Pay:

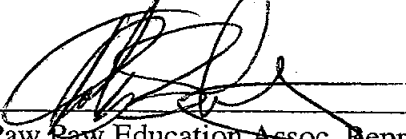
1. Leaves Without Pay are discouraged with the exception of those leaves outlined in Article XIX, Section 1, 2, 3 and 4 of the Master Agreement.
2. Other requests for Leaves Without Pay shall be made to the Superintendent of Schools for consideration and shall be at his/her discretion.
3. In reviewing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



Paw Paw Board of Education Representative

3.29.07

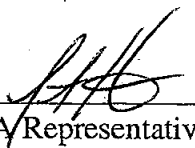
Date



Paw Paw Education Assoc. Representative

04-09-07

Date



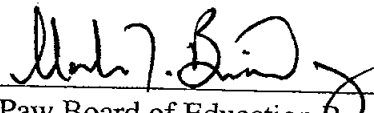
VBCEA Representative

4/19/2007

Date

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

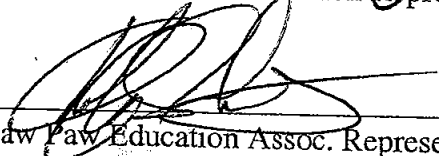
The below parties agree to the enclosed "Acceptable Use Agreement – Staff Member". It is understood that the Agreement will not be changed unless the change(s) is/are mutually agreed to by the Association and Board.



Paw Paw Board of Education Representative

3.29.07


Date



Paw Paw Education Assoc. Representative

04-09-07

Date



VBCEA Representative

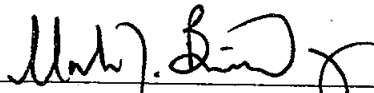
4/19/2007

Date

LETTER OF AGREEMENT #5
Between the
PAW PAW BOARD OF EDUCATION
And the
VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA

Re: Elementary Planning Time

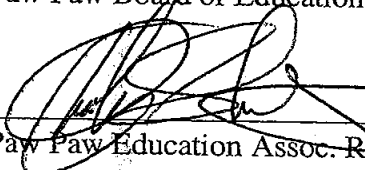
The parties agree that the Elementary Planning Time Committee will reconvene and solicit input from affected staff members for the purpose of assessing the changes in elementary planning time that were implemented in 2006-2007. The findings will be reported to the Parties' Negotiations Committees by May 1, 2007.



Paw Paw Board of Education Representative

3.29.07


Date



Paw Paw Education Assoc. Representative

04-09-07

Date



VBCEA Representative

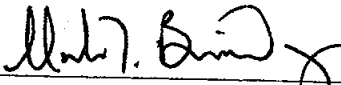
4/19/2007

Date

LETTER OF AGREEMENT #6
Between the
PAW PAW BOARD OF EDUCATION
And the
VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA

Re: Assignments


The parties agree to establish a joint committee to address assignment issues, including, but not limited to vacancies, transfers, involuntary transfer, and professional assignments. The Committee shall meet during 2007-2008 and report to the Parties' Negotiations Committees by May 1, 2008.



Paw Paw Board of Education Representative

3.29.07

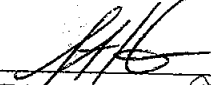
Date



Paw Paw Education Assoc. Representative

04-09-07

Date



VBCEA Representative

4/19/2007

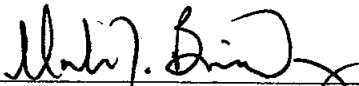
Date

LETTER OF AGREEMENT #7
Between the
PAW PAW BOARD OF EDUCATION

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

Re: School Calendars

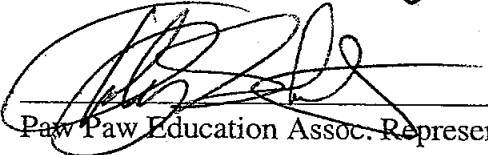
The 2007-2008 and 2008-2009 school calendars are to maintain not less than the same number of teachers/students days and hours that are in the current 2006-2007 school calendar.



Paw Paw Board of Education Representative

3.29.07

Date



Paw Paw Education Assoc. Representative

04-09-07

Date



VBCEA Representative

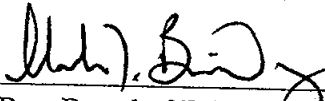
4/19/2007

Date

LETTER OF AGREEMENT #8
Between the
PAW PAW BOARD OF EDUCATION
And the
VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA

Re: Health Insurance Study

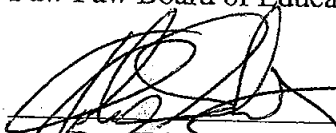
A Health Insurance Study Committee shall be established to review and study insurance costs and alternatives to contain insurance costs, including alternative health insurance benefits, plans, programs and providers and how to inform the Board and Association's bargaining team about its progress and findings.



Paw Paw Board of Education Representative

3.29.07


Date



Paw Paw Education Assoc. Representative

04-09-07

Date



VBCEA Representative

4/19/2007

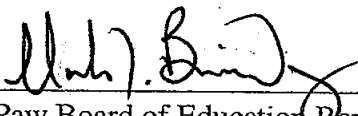
Date

LETTER OF AGREEMENT #9
Between the
PAW PAW BOARD OF EDUCATION
And the
VBCEA/PAW PAW EDUCATION ASSOCIATION/MEA-NEA

Re: Bargaining for Next Contract

Bargaining for the next contract is to begin by April 15, 2009 and ten (10) bargaining sessions will be scheduled between April 15, 2009 and June 30, 2009, unless agreed otherwise.

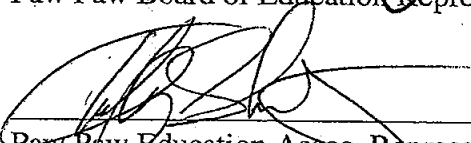
Until subsequently negotiated otherwise, and only until a subsequent agreement is reached, unless otherwise agreed upon by the Board and the Association in a written amendment to this agreement, the increase in the premium rate costs for the MESSA Choices II health insurance plan with the \$5/\$10 prescription drug co-pay benefit will be split equally with the Board responsible to pay one-half of the increase in the health insurance premium rate and the teacher responsible to pay one-half of the increase in the health insurance premium rate.



Paw Paw Board of Education Representative

3.29.07


Date



Paw Paw Education Assoc. Representative

04-09-07

Date



VBCEA Representative

4/19/2007

Date