

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**

2023-2024, 2024-2025, and 2025-2026

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AGREEMENT

THIS AGREEMENT made and entered into this **14th** day of August 2023 by and between the Board of Education of the Paw Paw School District, Van Buren County, Michigan, hereinafter referred to as the "Board," and the Van Buren County Education Association/Paw Paw Education Association, MEA-NEA, hereinafter referred to as the "Association."

PREAMBLE

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

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

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

ARTICLE I - RECOGNITION

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

- (a) The Board further agrees that for the duration of this Agreement, or any extension hereof, it will not recognize nor bargain with any entity other than the Association with respect to the compensation and working conditions of its teachers. The term "teacher" when used hereinafter refers to all employees represented by the Association in the bargaining unit as above defined.
- (b) References within this Agreement to "K-12" teachers shall include those bargaining unit members assigned to positions in K-12 High School, Middle School and Elementary levels who are not "Community Education" teachers. References

within this Agreement to “Community Education” teachers shall include those bargaining unit members assigned to early childhood education, adult education, online education and alternative education (Aspire Academy) programs operated by the Community Education Department.

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

Section 2: The Board and Association agree that a new position, similar to existing positions in the Association unit created during the life of this Agreement will be included in the Association's bargaining unit.

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

ARTICLE II - CONTINUITY OF OPERATIONS

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

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

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

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

Section 3: Upon request from the Association, the Board will provide annually the current salary step information for each employee. The Board will also provide the Association with written notice of bargaining unit position changes such as permanent separations due to resignation and termination or of a reduction in hours.

ARTICLE IV - ASSOCIATION'S RIGHTS

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

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

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

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

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

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

ARTICLE V - BOARD'S RIGHTS

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

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

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

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

ARTICLE VI - NEGOTIATION PROCEDURES

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

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

ARTICLE VII - EMPLOYMENT REQUIREMENTS

Section 1: Each teacher's work day will be seven and one-half (7 ½) hours, which includes a 30-minute duty-free lunch period, as defined by the building or program schedule. A teacher's 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 the teacher's assigned school. A normal workday shall not exceed seven (7) hours of combined pupil contact time and teacher preparation time as scheduled by the district.

- (a) While the Board recognizes that the optimum teaching load for K-12 teachers consists of no more than three (3) preparations and two (2) stations, both parties acknowledge that situations may arise due to architectural limitations or extent of class offerings which will necessitate exceeding the above loads.
- (b) K-12 and Community Education teachers will be paid overload pay when assigned to teach on a regular basis during what would otherwise be their planning period. Overload pay for a regular teaching assignment on a planning period shall be based on a numerator of one (1) and a denominator based on the number of instructional and preparation periods in a regular full-time teaching schedule. For example, if K-12 teachers are assigned five (5) instructional periods and one (1) planning period, the fraction for calculation of overload pay would be one-sixth (1/6) of the teacher's regular per diem rate.

If Directed Study or Supervision is offered at the Middle School, and a K-12 teacher is assigned to teach when he/she would otherwise be assigned to Directed Study or

Supervision, overload pay shall be fifty percent (50%) of the amount yielded by the above formula.

- (c) A K-12 or Community Education teacher may agree to substitute for an absent colleague, without compensation, on what would otherwise be the substituting teacher's planning period. If a K-12 or Community Education teacher is assigned by the administration to substitute on what would otherwise be their planning period, he/she will be paid at the fractional per diem rate, as specified in Section 1(b), above.
- (d) All teachers in the K-12 secondary schools, grades 6-12, shall receive an equivalent of one (1) class period for planning time with a minimum of forty-five (45) consecutive minutes. K-12 secondary teachers normally will not be required to have playground or lunchroom supervision. However, K-12 secondary teachers may, as part of their daily schedule in lieu of a teaching period or classroom assignment, such as Channel One, supervise students in settings other than the classroom, such as the lunchrooms, playgrounds, or the hallways. To the extent possible, such assignments will be made on a voluntary basis.
- (e) Community Education bargaining unit members teaching Alternative Education or Adult Education classes will have 15 minutes of planning time for every clock hour or class period (whichever is less) of assigned teaching time; OR 10 minutes of paid, work-site planning time if teaching Pre-School or Young Fives.
- (f) K-12 secondary teachers, whose primary assignment is as a counselor, are, at the request of their building administrator, required to work up to the equivalent of ten (10) additional days. These ten (10) days will be scheduled during the two weeks preceding the first K-12 teacher work day and two weeks following the last K-12 teacher work day unless mutually agreed to otherwise. Additionally, with mutual consent, these days may be scheduled in partial day increments. The salary for this additional time for K-12 teachers is set forth in Schedule B. The compensation for this additional time for Community Education teachers is at their regular rate.
- (g) In K-12 elementary schools, physical education, music, art, library, recess or other similar curriculum time will be counted toward planning time. All full-time K-12 elementary teachers shall receive on average at least 225 minutes of planning time during a normal 5-day school week. Certain classes may be offered on a bi-weekly basis, for which such planning time will be calculated over a two (2) week period. The District can provide for such planning time as it deems appropriate. It is agreed K-12 elementary teachers will be free of student supervision during their planning time. All full-time Early Childhood teachers shall receive on average at least 150 minutes of planning time during a normal 5-day school week.
- (h) The Association recognizes a need for supervision when elementary students are required to stay in the building due to climatic conditions; teachers will assist the administration in supervising students.

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

- (i) On days when no students are scheduled, K-12 teacher arrival time will be 8:00 a.m., one (1) hour for lunch and the work day will end at 3:30 p.m. On full days of professional development for which all planned activities are building-specific, each building may utilize their normal 7-1/2 hour work schedule with a one(1) hour lunch period. Such decision will be collaborative between the building principal/director and the Association building representative and must be announced at least 2-weeks in advance.
- (j) On half (1/2) days and early release days, K-12 elementary teachers will have a five (5) minute break in the morning.
- (k) When an assembly takes place during a period of time where a K-12 elementary teacher's students would normally be supervised by a "special" teacher, the teacher's students shall normally be supervised during said assembly by such "special" teacher. If, during such circumstances, the teacher attends the assembly, the "special" teacher must take the affected students at a mutually convenient time in order to "make up" the time lost to the classroom teacher as the result of the assembly. Community Education elementary level teachers will be provided with planning time equal to planning time missed for student assemblies or on site activities.

Section 2: In K-12 buildings, by the first week of each month, a time will be set aside for two (2) faculty meetings during the month, not to exceed 45 minutes in length before the start of the school day or after the school day. Dates and times will be agreed upon by the building principal and the building representative. An additional emergency faculty meeting may be called by the administration and approval of buildings EA representative upon two (2) days prior notice of such meetings. The purpose of the emergency faculty meetings is to conduct activities which are urgent and cannot be conducted during regular staff meetings. In no event shall more than three (3) faculty meetings, (including a special meeting), be scheduled per month.

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

- (a) All make up time shall be added to the end of the previously agreed upon calendar. 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) Further, the parties have agreed that if any school days are canceled during the final examinations at the end of an academic term, the exam schedule shall be moved back and the flexible teacher work day (if scheduled) at the end of the term, and the flexible teacher work day and the flexible professional development days (if scheduled) at the end of the school year, shall be rescheduled accordingly.
- (c) If school is delayed during final examinations at the end of an academic term, the exam schedule will be shifted by the length of the delay.
- (d) The parties have also agreed that if, during any year of this Agreement, it is necessary to make up instructional days or hours to meet state requirements, the

parties will meet and confer and explore the options available for rescheduling those days at other times during the school year.

- (e) Recognizing the need for parent-teacher conferences, the Association and the Board agree that up to 6-1/2 hours of work time beyond the contractual workday may be scheduled for parent-teacher conferences for the first two academic terms, and up to 3-1/4 hours may be scheduled for the third academic term. The Board is not precluded from scheduling time for parent-teacher conferences during the regular teacher workday, as well. Teachers' attendance and participation at parent-teacher conferences are required unless excused by the building administrator.
- (f) The Board may schedule Open House once a year for each building, generally immediately prior to or shortly after the first day of the school year. Each Open House will not exceed 1-1/2 hours. Teachers' attendance and participation at Open House are required unless excused by the building administrator.
- (g) Recognizing the need for a Young Fives/Kindergarten (Y5/K) Jumpstart event to help orient students and parents to Y5/K programming, the Board may schedule a Y5/K Jumpstart event prior to the start of the school year. All Y5/K teachers will be required to attend the Y5/K Jumpstart event, up to six (6) hours in length, and will be compensated at their hourly rate for their participation during the scheduled event. Additionally, Y5/K teachers will be compensated at their hourly rate, for up to three (3) hours, for their participation in structured Y5/K Jumpstart planning and following-up activities

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

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

ARTICLE VIII - CLASS SIZE

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

- (a) The optimum number of students per classroom shall be as follows:
 - (1) Grades K-3: 25
 - (2) Grades 4-5: 28
 - (3) Grades 6-12: 30
 - (4) In skill subjects in grades 6-12, class size shall be limited to a number which allows for safe operation.
 - (5) Community Education: 25
 - (6) Academic lab classes and activity based classes in Community Education shall be staffed so that the ratio of students to adult supervisors (including the assigned teacher) does not exceed 25:1.

- (7) Community Education Alternative High School: 25
Community Education Alternative Middle School: 18

- (b) In the Early Elementary and Later Elementary Schools, if average class size across a grade level is more than the optimal number identified in (a) above, the Board agrees to provide a combined total of ten (10) hours of aide time per week for assistance to those teachers in that grade level who so request such assistance. This time must be scheduled in advance with the building administrators who shall be permitted to assign time as they believe best if there is no request by teachers for that time. The assistance shall be at the rate of two (2) hours per day and shall be divided into one-half (1/2) hour blocks.

Section 2: In situations where individual 6-12 classes exceed the optimum numbers set out in subsection (a) above, then the matter shall be referred to the building principal and the affected teacher in order to explore forms of relief. If the class size issue is not resolved to the satisfaction of the teacher(s) involved, the teacher(s), with the Association's approval, may appeal the issue to the Superintendent. The Superintendent will conduct a hearing within fourteen (14) days. The Superintendent will give a response to the issue within five (5) days after the hearing.

If the teacher(s) is not satisfied with the Superintendent's response, the teacher(s), with the Association's approval, may appeal the issue to the Board of Education for an ultimate decision on the issue. The Board's decision will be final, and not subject to the grievance process.

ARTICLE IX - TEACHING CONDITIONS

Section 1: The District shall promptly meet with affected staff and fully advise them regarding the history and status of all current or prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept in the District, including Medically Fragile, Special Education and Special Needs Students. Whether such planning has commenced or not, whenever such planning activities occur, the District shall assure that affected staff shall be consulted in any planning process involving the District.

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

Section 2: The Board shall engage adult aides in the elementary and middle schools to assist in the supervision of children on the playground and in the lunch room, do clerical work and to perform paraprofessional classroom duties. After assignment to classroom work by the building administrator, as required in Article VIII, Class Size, the aide shall do those paraprofessional duties as assigned by the teacher.

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

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

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

Section 6: Each K-12 teacher shall be issued a key to his/her individual classroom and an exterior door key fob to the building(s) they are assigned. If the teacher fails to turn in this key and fob when they cease to be employed by the district, a (\$20.00) dollar charge shall be deducted from the teacher's pay. Community Education teachers shall be issued keys and key fobs as possible and appropriate, based upon their assignment site(s). When possible and practical, teachers will be issued a classroom master key in lieu of a key to their individual classrooms.

Section 7: A traveling teacher is defined as a teacher who is assigned daily teaching duties in multiple district buildings during the regular school day. The principals or administrator of each building involved with a traveling teacher shall provide said teacher with a schedule. The traveling teacher will be given a mileage reimbursement for traveling by vehicle between buildings during the regular school day. The mileage rate will be equivalent to the IRS standard mileage rate for business miles driven. In order to receive a mileage reimbursement, the traveling teacher will be responsible for submitting a completed Mileage Form at the end of each pay period for the mileage traveled during that pay period.

Section 8: With respect to elementary student supervision: 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.

ARTICLE X - JOB SHARING

Section 1: In order to provide flexible scheduling, the concept of job sharing can be implemented by the District.

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

Section 3: Compensation: The District will pay each teacher participating in a job-sharing assignment one-half (1/2) of the participants' appropriate rate of compensation or said compensation shall be prorated in accordance with the percentage of time worked if other than one-half (1/2). Benefits, including the employer's contribution for medical and non-medical insurances, for which the participants are eligible under the Collective Bargaining Agreement shall be prorated on the basis of time worked

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

Section 5: Substitutes: In the event a job sharing participant voluntarily substitutes for his/her partner, the teacher shall receive the regular substitute rate of compensation.

Section 6: A K-12 or Community Education teacher participating in a job sharing assignment shall continue to be responsible for attendance at such things as staff meetings, in-service training, parent-teacher conferences and open houses. Such attendance and participation will not result in additional compensation for K-12 or Community Education teachers.

ARTICLE XI – RETIREMENT

Section 1: Any teacher who has served in the military and will first qualify for a retirement allowance under the standards set forth and referenced in Section 81 of the Michigan Public School

Employees Retirement Act in any academic year, may notify the Board (in writing) not later than March 31 of the immediately preceding academic year that he /she will offer to resign effective at the end of that same school year in exchange for the Board purchasing for that teacher up to five (5) years of retirement service credit.

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

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

ARTICLE XII – SENIORITY

Section 1: Seniority shall be computed by the length of time a person has been employed by the Board in a position which requires a teacher's certificate since the employee's most recent date of hire.

- (a) When two (2) or more teachers are hired on the same day, the reverse alphabetical order of their last name at the date of hire, shall be the determining factor for placement on the seniority list.
- (b) No person shall receive credit for days worked during the school fiscal year in excess of the number of teacher work days.
- (c) Deductions resulting from leaves without pay are established in Article XVII, Section 5.
- (d) Subsequent to August 17, 1982, a teacher's date of hire shall be the first regular day of employment for such teacher. For a teacher hired during a break period, such as summer break, first day of hire shall be the first day that all teachers are scheduled to report following such break period. The parties to this agreement do not intend that this prospective definition of date of hire will have any effect on placement on the seniority list of those individuals hired prior to August 17, 1982.
- (e) 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.
- (f) Administrators and teachers hired prior to January 1, 1995, will be "grandparented" and will continue to accrue teacher seniority and credit on the salary and longevity schedules.

ARTICLE XIII - SICK LEAVE

Section 1: Ten (10) days (70 hours) of sick leave per year with full pay shall be credited to each teacher at the start of the school year, not to exceed ten (10) days in any one year. Credited sick leave shall be prorated based on the number of days worked out of the number of contractual days in a full school year, for those teachers working less than the full contractual days of the school year.

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

- (a) Personal illness/medical appointments of the teacher. Teachers will make their best effort to try to schedule appointments at times that do not conflict with teaching duties.
- (b) Illness/medical appointments of the teacher's immediate family, to include spouse, son, stepson, daughter, stepdaughter, mother, stepmother, father, stepfather, mother-in-law, or father-in-law which necessitates the teacher's presence. The purpose of this Section is to provide the teacher an opportunity to care for illness in the teacher's immediate family, in case of emergency. Unless such illness is critical or serious, the teacher is expected to make arrangements for the care of a family member following the first forty-eight (48) hours of such illness or, in extraordinary cases, as soon as practicable.
- (c) Teachers may use sick leave for absence caused by physical incapacity, including incapacity of the teacher resulting from pregnancy and childbirth. The sick leave is not for child care. This does not apply to situations covered under Section 1(b) of this Article.
- (d) Care of a newborn child, or for the adoption or foster placement of a child, in accordance with the Family Medical Leave Act.

Section 2: Unused sick leave shall be allowed to accumulate for each K-12 teacher to a maximum of one hundred fifty-five (155) days. Unused sick leave for Community Education teachers shall be allowed to accumulate to one-hundred (100) days.

- (a) K-12 teachers hired after the beginning of the school year shall be granted one (1) day sick leave for each eighteen (18) school days left in the school year from the time they are hired.
- (b) Teachers shall receive a confirmation of their accumulated sick leave days within sixty (60) calendar days after the start of the school year.
- (c) Should a teacher be transferred from a K-12 position to Community Education, and his/her accumulated sick leave exceeds 100 days, the teacher shall be entitled to retain those excess accumulated days for future use, notwithstanding the 100 days accumulated limit established above for Community Education bargaining unit members.

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

- (a) Resignation/Retirement.

- \$50.00 per day if the teacher submits his/her notice before October 30 for a resignation as a bargaining unit member on or after January 1 or March 30 for a resignation at the end of the school year.
- \$30.00 per day if the teacher submits his/her notice before December 1 for a resignation on or after January 1 or June 30 for a resignation at the end of the school year.

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

(b) Annual

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

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

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

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

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

Section 7: Certain teachers have chosen to participate in a short-term disability program, the cost of which is borne entirely by the teacher. A teacher who has such short-term disability program may utilize any of his/her accumulated sick days during the waiting period required by

the short-term disability plan, and such teachers may choose to freeze their remaining accumulated sick days once such waiting period has been satisfied.

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

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

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

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

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

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

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

ARTICLE XIV - FUNERAL LEAVE

Section 1: A funeral leave shall be granted without loss of salary for a period not to exceed four (4) days following the death of a member of a teacher's immediate family, to include the teacher's present spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, grandparents and step-grandparents. One (1) additional day may be taken for a funeral leave for the above-named relatives, such one (1) day 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 following the death of a teacher's brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparents-in-law. Two (2) days will be with no deductions and three (3) days deducted from sick days.

Section 3: A funeral leave of up to one (1) day with pay shall be granted following the death of a person of emotional significance to a teacher or a relative not listed above. One (1) additional leave day for such funeral may be taken that will be deducted from the teacher's accumulated sick leave.

The table below summarizes the information described in sections 1 through 3 above.

Relationship to the Teacher:	District Provided Days:	Teacher Provided Days (From Sick Days):	Total Days:
Spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, grandparents and step-grandparents	Four (4) days	One (1) additional day may be taken for a funeral leave for the named relatives, the one additional (1) day to be deducted from the teacher's accumulated sick leave.	5
Brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparents-in-law.	Two (2) days	Three (3) days deducted from sick days.	5
Person of emotional significance to a teacher or a relative not listed above	One (1) day	One (1) additional day for such funeral may be taken that will be deducted from the teacher's accumulated sick leave	2

ARTICLE XV – LEAVES WITH PAY

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

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

Section 3: Teachers currently employed in the Paw Paw Schools shall be granted three (3) days (21 hours) each school year with pay for personal leave in accordance with the following guidelines, namely:

- (a) This time shall not be used the day prior or the day following a vacation period or holiday, although a teacher may submit a written request for an exception to the Superintendent for consideration at his/her discretion. In reviewing the request for an exception, the Superintendent may consider whether the request is for an unplanned emergency/circumstance or the request is a "once in a lifetime event." Not more than ten percent (10%) of the number (FTE) of teachers in a building may utilize personal leave on the same day.
- (b) Teachers shall not utilize personal leave on non-student days (i.e., professional development days) or partial student days except in cases of emergencies or to conduct business that cannot be conducted at a different time.
- (c) The teacher desiring to use his personal leave day shall file a notification form with his building administrator setting out the date on which this leave day will be taken. This notification shall be submitted no later than five (5) days prior to taking the personal leave day except in case of emergency. The teacher using the personal leave day shall state in the notification that a personal leave day is being taken.

Section 4: If a teacher does not use all personal leave days during the school year: from the beginning day of employment to the last day of employment, the Board agrees to pay an amount not to exceed Fifty-Five Dollars (\$55.00) for each full unused personal leave day. Each teacher shall have the option of converting his/her unused full personal leave day into an accumulated sick leave day. Each teacher who has one (1) or more full unused personal leave days should notify the School District's Business Office by the conclusion of the school year as to which option the teacher has chosen relative to such personal leave day.

Section 5: Each school year, teachers who have children/dependents enrolled in the Paw Paw School District may use up to one (1) full or partial day of their accrued sick time each school year per enrolled child, up to a maximum of two (2) days, for the purpose of personal business pertaining to their child(ren)'s participation in a PPS school event (e.g., attending a school program or chaperoning a field trip). Using the approved form for requesting personal business leave, a teacher desiring to use this leave shall submit a request to the building administrator delineating the date and time on which this leave will be taken. This request shall be submitted no later than five (5) days prior to taking the leave and shall include a description of the school event for which the leave is being requested.

ARTICLE XVI - LEAVES WITHOUT PAY

Section 1: Any teacher whose personal injury or prolonged illness not covered by Workers' Compensation or some other benefit granted teachers under the terms of this Agreement, which extends beyond the period compensated in Article XIII shall be granted a leave of absence for a period not to exceed one (1) year from the start of said leave. This leave will run concurrently with any leave time available to the teacher under the Family and Medical Leave Act.

The Board may require medical certification of this incapacity by a doctor of its choice. The Board agrees to continue its medical benefit plan cost contributions (as specified in Appendix A, Schedule D) for hospitalization, medical and long-term disability benefits for the first ninety (90)

days of said leave. The teacher will remain responsible for that portion of the medical benefit plan costs paid by teachers who are not on leave status.

Section 2: Teachers will be granted leave of up to one (1) year in case of child care or adoption. This leave may be further extended at the discretion of the Board. The Board agrees to continue hospitalization, medical and long-term disability benefits for the first ninety (90) days of said leave (as specified in Appendix A, Schedule D).

Section 3: Teachers who enter the military service shall be granted a leave of absence for that period and, at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act and other applicable law then effective.

Section 4: Leaves of absence without pay may be granted at the discretion of the Board for the following additional purposes:

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

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

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

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

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

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

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

- A. Leaves Without Pay are discouraged with the exception of those leaves outlined in Article XVII, Section 1, 2, 3 and 4 of the Master Agreement.
- B. Other requests for Leaves Without Pay shall be made to the Superintendent of Schools for consideration and shall be at his/her discretion.
- C. In reviewing the application for a Leave Without Pay, the Superintendent may consider the following:
 - (a) The request is an unplanned emergency/circumstance.
 - (b) The request is a “once in a lifetime event.”
- D. The District may require the use of Personal Business Days in conjunction with the Leave Without Pay.
- E. The Superintendent may seek input from the Association Bargaining Committee.

ARTICLE XVII - ASSOCIATION LEAVE

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

ARTICLE XVIII- PROTECTION OF TEACHERS

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

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

Section 3: Each teacher shall, upon request, have the opportunity to review the contents of his/her own personnel file excluding those items excluded from the definition of a "personnel record" in the Bullard-Plawecki Employee Right to Know Act. A representative of the Association may, at the teacher's written request, accompany the teacher in this review.

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

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

Section 6: Bargaining unit members who are not regulated by the Teachers' Tenure Act, at their own request, shall be entitled to have present a representative of the Association at an investigatory meeting.

ARTICLE XIX - 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.

ARTICLE XX - GRIEVANCE PROCEDURE

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

Section 2: **STEP ONE.** In the event that a teacher or the Association believes there is a basis for a grievance, they shall first discuss the alleged grievance with the building principal or the designated representative, either personally or accompanied by his/her Association representative. The informal discussion shall take place within ten (10) days after the occurrence of the event, or when a grievant had knowledge or should have had knowledge of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this informal manner.

Section 3: **STEP TWO.** If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher or Association shall invoke the formal grievance procedure through the Association on the form set forth in Exhibit C, signed by the grievant and a representative of the Association. A copy of the grievance shall be delivered to the principal. The grievance must be filed no later than ten (10) days after discussion with the principal or the designated representative. Within five (5) days of receipt of the grievance, the principal shall meet with the Association representative and the grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing with reasons for his/her response within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.

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

Within five (5) days of the receipt of the appeal, the Superintendent (or his/her designated representative) shall meet with the grievant and the Association representative and shall indicate his/her disposition of the grievance in writing, with reasons, within ten (10) days of such meeting and shall furnish a copy thereof to the Association. Grievances submitted by the Association and those involving more than one school building shall begin by filing of the grievance within ten (10) days, at this step, after the occurrence of the event on which the grievance is based.

Section 5: **STEP FOUR.** If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) days after the meeting with the Superintendent, an appeal may be filed in writing by the Association with the Secretary of the Board of Education within ten (10) days after the decision of the Superintendent is given or is required to be given if none is given.

The Board shall hear the grievance at the next regular Board meeting or within ten (10) days, whichever shall be later. The disposition of said grievance shall be made by the Board in writing at its next regular meeting or no later than ten (10) days thereafter. A copy of such disposition shall be given to the teacher and the Association.

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

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

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

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

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

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

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

ARTICLE XXI - GENERAL PROVISIONS

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

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

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

Section 4: An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial

Stability and Choice Act, 2012 Public Act 436. This clause is included in this Agreement because it is required by state law.

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

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

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

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

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

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

The Executive Council will adhere to the following guidelines:

- (a) Meet on a regular basis.
- (b) Agenda items be shared in advance.
- (c) The Administrators and Association Representatives will be responsible for obtaining input from their respective groups and informing them of the Executive Council actions.
- (d) The Executive Council is not intended to replace the grievance procedure or other procedures set forth in the Master Agreement.

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

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

Section 13: During the life of the 2023-2026 Agreement, if the Michigan Legislature enacts, repeals, or changes any laws related to “Right to Work”, PERA, or Teacher Tenure, the Board and the Association, upon mutual agreement and subject to all relevant legal obligations, may enter into collective bargaining for the purpose of negotiating on subjects specific to those changes in law.

ARTICLE XXII - MENTOR TEACHER

Section 1: The building principal or program director, as applicable, and an Association representative shall appoint a person who qualifies (or persons who qualify) under Section 1526 of the Revised School Code, MCL 380.1526, as a mentor for each mentee. Any person so selected may decline to serve as a mentor. Bargaining unit members shall be given first consideration.

Section 2: Every reasonable effort shall be made to match mentor teachers and mentee teachers who work in the same building and have the same area of certification.

Section 3: The mentor teacher's assignment shall be for one (1) school year, subject to review by the administration. The appointment may be renewed in succeeding years.

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

Section 5: Each K-12 and Community Education mentor shall be compensated at the rate per Appendix A, Schedule B each year for his/her services. It is understood that this compensation shall be for all activities related to being a mentor teacher, including training. Mentors will attend a new teacher orientation day and will be advised by the supervising administrator of the expectations and expected commitments associated with successful mentoring. The parties recognize and agree that it is essential that the District notify potential mentors of the foreseeable time commitment involved in such responsibility prior to the time that a mentor volunteers for such responsibility.

ARTICLE XXIII - DISTRICT-WIDE SCHOOL IMPROVEMENT PROGRAM

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

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

Section 3: The Superintendent or his/her designee and the Association President or his/her designee shall meet monthly or as needed to discuss the school improvement planning and implementation.

Section 4: Both parties agree that if one or more of the recommendations of any of the aforementioned committees would result in a deviation from the Master Agreement, such a recommendation would need to be mutually agreed to by the parties prior to actual implementation.

Section 5: This Article does not add to or take away from the Board's or the Association's rights under PERA.

ARTICLE XXIV – MERIT PAY

To comply with Section 164h(1)(d) of the State School Aid Act, MCL 388.1764h, the Board will adopt a policy related to performance-based compensation as described in Section 1250 of the Revised School Code, MCL 380.1250. Decisions about the development, content, standards, procedures, adoption, and implementation of this policy are within the Board's sole authority and are not subject to the Agreement's grievance procedure.


ARTICLE XXV - DURATION

Section 1: This Agreement shall become effective upon ratification and signing by both parties, and the terms and provisions thereof shall remain in full force and effect through June 30, 2026. The parties agree to begin bargaining for a successor agreement no earlier than January 30, 2026 but no later than April 1, 2026.

VBCCEA/PPEA/MEA-NEA


**PAW PAW PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 
PPEA Representative

By: 
Superintendent or designee

Date: October 17, 2023

Date: 10/26/23

By: 
PPEA Representative

By: 
Board President

Date: October 19, 2023

Date: 10/19/2023

By: 
VBCCEA Representative

By: 
Board Secretary

Date: 30 Oct 2023

Date: 10/20/23

APPENDIX A

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

5-9 years	\$500
10-15 years	\$1,500
16-22 years	\$3,000
23-29 years	\$5,000
30 years or above	\$6,250

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

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

- a. Graduate semester hours must be earned after the teacher earns his/her MA Degree. Effective June 1, 1990, graduate hours 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. The teachers must have obtained a grade of "C" or better for course credit to count toward MA +30 eligibility.
- b. The requirements specified after the "Effective June 1, 1990" date in (a) above do not apply for graduate hours earned before 6/1/90.

Section 3: Movement to MA and MA +30 (K-12 teachers only) Schedules – Teachers must notify the Superintendent's Office on a form provided by the Board if they anticipate being eligible to move to the MA or MA +30 (K-12 teachers only) salary schedule by the following dates:

- June 30 for the first pay period of the school year
- September 30 for the second pay period in January

Section 4: Provision will be made by the Board for payroll deductions and for direct deposit to financial institutions.

Section 5: In determining a teacher's position on the salary schedule, credit for prior teaching experience may be granted for a period not to exceed the years of service they have accumulated. Experience credit may also be given for prior military service.

Section 6: Effective January 1, 1995, and as allowed by Public Act 54 of 2011, credit on the K-12 salary schedule or Community Education wage scale (as applicable) for the part-time teachers and teachers hired after the first day of the school year will be granted on the following basis:

- a. Half (1/2) time or more K-12 and Community Education teachers and teachers hired on or before January 15 of the preceding school year will be eligible to advance a step on the K-12 or Community Education Wage Scale.
- b. Less than half (1/2) time K-12 and Community Education teachers and teachers hired after January 15 of the preceding school year will be ineligible to advance a step on the K-12 or Community Education Wage Scale unless an exception is granted by the Superintendent.

Section 7: Wages:

- a. 2023-2026:
 - 1. All *eligible* K-12 and Community Education teachers will be advanced prospectively one salary step for the 2023-2024, 2024-2025, and 2025-2026 school years upon ratification of the 2023-2026 Agreement (not retroactive). Eligible teachers who were on a half-step (e.g., Step 7.5) during the 2022-2023 school year will be advanced prospectively 1.5 salary steps (e.g., Step 7.5 to Step 9) for the 2023-2024 school year. Step 0 is being eliminated, and teachers who were on Step 0 in 2022-2023 will advance to Step 1 on the 2023-2024 salary scale.
 - 2. All *eligible* K-12 and Community Education teachers will be advanced prospectively on salary columns effective for the 2023-2024, 2024-2025, and 2025-2026 school years upon ratification of the 2023-2026 Agreement (not retroactive).
 - 3. All K-12 and Community Education teachers will be eligible to receive a \$250 one-time off schedule stipend each school year upon successful completion of all required compliance and safety courses within 30 days of the courses being assigned. The deadline for completion will be September 1 for any courses assigned prior to August 1 of the same year.
 - 4. An Attendance Incentive will be paid yearly upon meeting the following requirements pertaining to sick leave:

Perfect Attendance	\$1000.00
Not more than 2 absences	\$ 500.00
Not more than 4 absences	\$ 250.00

Section 8: Teachers participating in Individualized Education Program (IEP), Behavior Intervention Plan (BIP), and Review of Existing Evaluation Data (REED) meetings outside of their contracted workday will be eligible to receive additional payment at a rate of \$45 per hour. Teachers claiming pay under this provision must submit by the end of the pay period in which the meeting was held, a time sheet describing the nature of the meeting and the length of the teacher’s participation beyond the contracted workday. The time sheet must be submitted to the building principal or director.

Section 9: Special education teachers who are temporarily responsible for managing a caseload in excess of the number of students established by the Michigan Administrative Rules for Special Education (“MARSE”) shall be compensated in the amount of \$80.00 per excess student per academic term or pro-rated portion thereof.

APPENDIX A
SCHEDULE A- K-12 TEACHER SALARY SCHEDULE
2023-2024

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
1	41,500	44,234	45,561
2	42,874	46,138	47,522
3	44,459	48,121	49,564
4	46,325	50,190	51,696
5	48,273	52,348	53,918
6	50,299	54,599	56,237
7	52,413	56,947	58,655
8	54,612	59,395	61,177
9	56,631	61,651	63,500
10	59,009	64,301	66,230
11	61,647	66,740	68,742
12	63,805	70,133	72,237
13	66,038	73,289	75,488

Note: Applicable longevity payments for teachers employed for five (5) or more years in the district are indicated in Appendix A, Section 1.

APPENDIX A
SCHEDULE A - K-12 TEACHER SALARY SCHEDULE
2024-2025

Step	BA	MA	MA +30
1	41,708	44,455	45,789
2	43,088	46,369	47,760
3	44,681	48,362	49,812
4	46,557	50,441	51,954
5	48,514	52,610	54,188
6	50,550	54,872	56,518
7	52,675	57,232	58,948
8	54,885	59,692	61,483
9	56,914	61,959	63,818
10	59,304	64,623	66,561
11	61,955	67,074	69,086
12	64,124	70,484	72,598
13	66,368	73,655	75,865
14	68,679	76,221	78,508

Note: Applicable longevity payments for teachers employed for five (5) or more years in the district are indicated in Appendix A, Section 1.

APPENDIX A
SCHEDULE A - K-12 TEACHER SALARY SCHEDULE
2025-2026

Step	BA	MA	MA +30
1	41,916	44,677	46,018
2	43,304	46,601	47,998
3	44,905	48,603	50,061
4	46,789	50,693	52,214
5	48,757	52,873	54,459
6	50,803	55,146	56,801
7	52,938	57,518	59,243
8	55,159	59,990	61,790
9	57,199	62,269	64,137
10	59,601	64,946	66,894
11	62,265	67,409	69,431
12	64,445	70,836	72,961
13	66,700	74,024	76,245
14	69,022	76,602	78,901
15	71,427	79,270	81,648

Note: Applicable longevity payments for teachers employed for five (5) or more years in the district are indicated in Appendix A, Section 1.

APPENDIX A

**SCHEDULE A-1 COMMUNITY EDUCATION TEACHER WAGE SCALE
2023-2024**

<u>Step</u>	<u>Aspire Academy</u>	<u>Early Childhood</u>	<u>Online & Adult Ed.</u>
1	\$41,500	\$36,500	\$38,500
2	\$42,330	\$37,048	\$39,078
3	\$43,177	\$37,603	\$39,664
4	\$44,040	\$38,167	\$40,259
5	\$44,921	\$38,740	\$40,862
6	\$45,819	\$39,321	\$41,475
7	\$46,736	\$39,911	\$42,098
8	\$47,670	\$40,509	\$42,729
9	\$48,624	\$41,117	\$43,370
10	\$49,596	\$41,734	\$44,021
11	\$50,588	\$42,360	\$44,681
12	\$51,600	\$42,995	\$45,351

Note: Teachers who worked for the District as Early Childhood teachers or Adult Education teachers during the 2022-2023 school year and are returning in that capacity for the 2023-2024 school year will be placed at Step 11 of the 2023-2024 Community Education Teacher Wage Scale for Early Childhood or Adult Education teachers, respectively.

Note: Applicable longevity payments for teachers employed for five (5) or more years in the district are indicated in Appendix A, Section 1.

APPENDIX A
SCHEDULE A-1 COMMUNITY EDUCATION TEACHER WAGE SCALE
2024-2025

<u>Step</u>	<u>Aspire Academy</u>	<u>Early Childhood</u>	<u>Online & Adult Ed.</u>
1	\$41,708	\$36,683	\$38,693
2	\$42,542	\$37,233	\$39,273
3	\$43,392	\$37,791	\$39,862
4	\$44,260	\$38,358	\$40,460
5	\$45,146	\$38,933	\$41,067
6	\$46,048	\$39,517	\$41,683
7	\$46,969	\$40,110	\$42,308
8	\$47,909	\$40,712	\$42,943
9	\$48,867	\$41,323	\$43,587
10	\$49,844	\$41,942	\$44,241
11	\$50,841	\$42,572	\$44,904
12	\$51,858	\$43,210	\$45,578
13	\$52,895	\$43,858	\$46,261

Note: Applicable longevity payments for teachers employed for five (5) or more years in the district are indicated in Appendix A, Section 1.

APPENDIX A Schedule A-1
SCHEDULE A-1 COMMUNITY EDUCATION TEACHER WAGE SCALE
2025-2026

<u>Step</u>	<u>Aspire Academy</u>	<u>Early Childhood</u>	<u>Online & Adult Ed.</u>
1	\$41,916	\$36,866	\$38,886
2	\$42,754	\$37,419	\$39,469
3	\$43,609	\$37,980	\$40,061
4	\$44,482	\$38,550	\$40,662
5	\$45,371	\$39,128	\$41,272
6	\$46,279	\$39,715	\$41,891
7	\$47,204	\$40,311	\$42,520
8	\$48,148	\$40,915	\$43,157
9	\$49,111	\$41,529	\$43,805
10	\$50,094	\$42,152	\$44,462
11	\$51,095	\$42,784	\$45,129
12	\$52,117	\$43,426	\$45,806
13	\$53,160	\$44,078	\$46,493
14	\$54,223	\$44,739	\$47,190

Note: Applicable longevity payments for teachers employed for five (5) or more years in the district are indicated in Appendix A, Section 1.

APPENDIX A

SCHEDULE B – EXTRACURRICULAR NON-COACHING SALARY SCHEDULES

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

	Percent*** of BA-1	2023-2024	2024-2025	2025-2026
Band Director High School	12.50%	5188	5214	5240
Band Director Middle School (2)	4.50%	1868	1877	1886
Before & After School Year Counselor		Pay their hrly rate	Pay their hrly rate	Pay their hrly rate
Building School Improvement Chairperson	3.57%	1482	1489	1496
Camp Coordinator (3)	1.50%	623	626	629
Camp Supervision – Per Teacher	1.75%	726	730	734
Choral Director High School	6.50%	2698	2711	2725
Choral Director Middle School	4.50%	1868	1877	1886
Class Sponsor - Freshman (2)	1.50%	623	626	629
Class Sponsor - Sophomore (2)	1.50%	623	626	629
Class Sponsor - Junior (2)	3.00%	1245	1251	1257
Class Sponsor – Senior (2)	1.75%	726	730	734
Curriculum Writer		Sub Teacher Rate	Sub Teacher Rate	Sub Teacher Rate
Debate Coach	1.50%	623	626	629
DECA	2.00%	830	834	838
Dramatics High School	3.50%	1453	1460	1467
Dramatics Middle School	2.00%	830	834	838
eSports Coach Middle School and High School	2.00%	830	834	838
Forensics	1.50%	623	626	629
Key Club	1.00%	415	417	419
Math Team Coach Middle School	1.00%	415	417	419
Mentor Teacher	2.00%	830	834	838
Musical Director-High School	4.75%	1,971	1,981	1991
Musical Director Assistant (2)	3.25%	1,349	1,356	1362
Musical Director-Middle School	2.00%	830	834	838
Musical Director Assistant-Middle School (2)	1.00%	415	417	419
Musical Director Elementary School	2.00%	830	834	838
Musical Director Assistant Elementary School (2)	1.00%	415	417	419
National Honor Society (2)	2.00%	830	834	838
Online Platform Secondary Teacher of Record (multiple)	**	**	**	**
PLC Liaison (up to 9 Elem, 5 MS, 6 HS, 1 CS)	5.00%	2,075	2085	2096
Quiz Bowl Coach High School	1.00%	415	417	419
Robotics High School	4.00%	1,660	1,668	1677
Robotics Middle School	1.50%	623	626	629
Robotics Elementary School	1.00%	415	417	419
SADD Sponsor	1.00%	415	417	419
Safety Patrol	1.25%	519	521	524
School Newspaper High School	4.25%	1,764	1,773	1781
School Newspaper Middle School	4.00%	1,660	1,668	1677
Science Olympiad Head Coach High School	4.00%	1,660	1,668	1677
Science Olympiad Head Coach Middle School	4.00%	1,660	1,668	1677
Science Olympiad Asst Coach High School (up to 2 positions)	1.50%	623	626	629
Science Olympiad Asst Coach Middle School (up to 2 positions)	1.50%	623	626	629
Sex Education Advisory Board Chairperson	1.00%	415	417	419
Student Council High School (2)	4.00%	1,660	1,668	1677
Student Council Middle School	6.00%	2,490	2,502	2515
Subject Area Committee Member (Up to 1 per building in each core area, world language and related arts)	1.00%	415	417	419
Summer School/Before & After School Day/Tutoring/Weekends		30.00/hr	30.00/hr	30.00/hr
Yearbook Sponsor High School	7.75%	3216	3,232	3248
Yearbook Sponsor Middle School	3.50%	1453	1,460	1467

** - Teachers working as an Online Platform Secondary Teacher of Record (TOR) shall be paid at the rate of \$50 per trimester per assigned student per class, plus \$150 per course if course vetting is necessary and completed. Schedule B extra duty pay for completion of TOR duties only applies if time is not built into the teacher's regular schedule (e.g., lab time) for completion of these duties.

APPENDIX A
SCHEDULE C – COACHING
2023-2024

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

Class I	
<u>Head Coach</u>	14.00%
Basketball (Boys)	5,810
Basketball (Girls)	5,810
Football	5,810
<u>Assistant and Sub-Varsity Coaches</u>	8.50%
Assistant Basketball (Boys)	3,528
Assistant Basketball (Girls)	3,528
Freshman Basketball (Boys)*	3,528
Freshman Basketball (Girls)*	3,528
JV Basketball (Boys)*	3,528
JV Basketball (Girls)*	3,528
Assistant Football (2)	3,528
Freshman Football (2)*	3,528
JV Football (2)*	3,528
Class II	
<u>Head Coach</u>	12.00%
Competitive Cheer	4,980
Volleyball	4,980
Wrestling	4,980
<u>Assistant and Sub-Varsity Coaches</u>	6.50%
JV Competitive Cheer*	2,698
Assistant Volleyball	2,698
Freshman Volleyball*	2,698
JV Volleyball*	2,698
Assistant Wrestling	2,698
Assistant Competitive Cheer	2,698
JV Wrestling*	2,698
Class III	
<u>Head Coach</u>	9.00%
Baseball	3,735
Soccer (Boys)	3,735
Soccer (Girls)	3,735
Softball	3,735
Track (Boys)	3,735
Track (Girls)	3,735
<u>Assistant and Sub-Varsity Coaches</u>	5.50%
Assistant Baseball	2,283
JV Baseball*	2,283
Assistant Softball	2,283
JV Softball*	2,283
Assistant Track (Boys)	2,283
Assistant Track (Girls)	2,283
JV Soccer (Boys)*	2,283

Class III (Cont.)	
JV Soccer (Girls)*	2,283
Class IV	
<u>Head Coach</u>	8.00%
Bowling (Boys)	3,320
Bowling (Girls)	3,320
Cross Country (Boys)	3,320
Cross Country (Girls)	3,320
Golf (Boys)	3,320
Golf (Girls)	3,320
Sideline Cheer	3,320
Tennis (Boys)	3,320
Tennis (Girls)	3,320
<u>Assistant and Sub-Varsity Coaches</u>	4.50%
Assistant Cross Country	1,868
Freshman Sideline Cheer*	1,868
JV Sideline Cheer*	1,868
Assistant Tennis (Boys)	1,868
Assistant Tennis (Girls)	1,868
JV Tennis (Boys)*	1,868
JV Tennis (Girls)*	1,868
JV Golf (Boys)*	1,868
JV Golf (Girls)*	1,868
Class V (Middle School)	
<u>Head Coach</u>	6.00%
6 th Grade Basketball (Boys)	2,490
6 th Grade Basketball (Girls)	2,490
7 th Grade Basketball (Boys)	2,490
7 th Grade Basketball (Girls)	2,490
8 th Grade Basketball (Boys)	2,490
8 th Grade Basketball (Girls)	2,490
7 th Grade Football	2,490
8 th Grade Football	2,490
<u>Assistant Coaches</u>	4.00%
Assistant MS Basketball*	1,660
Assistant MS Football	1,660
Class VI (Middle School)	
<u>Head Coach</u>	5.00%
MS Track (Boys)	2,075
MS Track (Girls)	2,075
7 th Grade Volleyball	2,075
8 th Grade Volleyball	2,075
MS Wrestling	2,075
MS Competitive Cheer	2,075

Class VI (Middle School – Cont.)	
<u>Assistant Coaches</u>	2.5%
Assistant MS Track (Boys)	1,038
Assistant MS Track (Girls)	1,038
Assistant MS Volleyball*	1,038
Class VII (Middle School)	
<u>Head Coach</u>	3.00%
MS Sideline Cheer	1,245
MS Cross Country (Boys)	1,245
MS Cross Country (Girls)	1,245
MS Tennis (Boys)	1,245
MS Tennis (Girls)	1,245

*If authorized by the District due to participation. JV and Freshman coaches will only be employed if there are enough athletes participating to field teams with their own competitive schedules at those levels.

**APPENDIX A
SCHEDULE C – COACHING
2024-2025**

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

Class I		Class III (Cont.)	
<u>Head Coach</u>	14.00%	JV Soccer (Girls)*	2,294
Basketball (Boys)	5,839		
Basketball (Girls)	5,839	Class IV	
Football	5,839	<u>Head Coach</u>	8.00%
		Bowling (Boys)	3,337
<u>Assistant and Sub-Varsity Coaches</u>	8.50%	Bowling (Girls)	3,337
Assistant Basketball (Boys)	3,545	Cross Country (Boys)	3,337
Assistant Basketball (Girls)	3,545	Cross Country (Girls)	3,337
Freshman Basketball (Boys)*	3,545	Golf (Boys)	3,337
Freshman Basketball (Girls)*	3,545	Golf (Girls)	3,337
JV Basketball (Boys)*	3,545	Sideline Cheer	3,337
JV Basketball (Girls)*	3,545	Tennis (Boys)	3,337
Assistant Football (2)	3,545	Tennis (Girls)	3,337
Freshman Football (2)*	3,545		
JV Football (2)*	3,545	<u>Assistant and Sub-Varsity Coaches</u>	4.50%
		Assistant Cross Country	1,877
Class II		Freshman Sideline Cheer*	1,877
<u>Head Coach</u>	12.00%	JV Sideline Cheer*	1,877
Competitive Cheer	5,005	Assistant Tennis (Boys)	1,877
Volleyball	5,005	Assistant Tennis (Girls)	1,877
Wrestling	5,005	JV Tennis (Boys)*	1,877
		JV Tennis (Girls)*	1,877
<u>Assistant and Sub-Varsity Coaches</u>	6.50%	JV Golf (Boys)*	1,877
JV Competitive Cheer*	2,711	JV Golf (Girls)*	1,877
Assistant Volleyball	2,711		
Freshman Volleyball*	2,711	Class V (Middle School)	
JV Volleyball*	2,711	<u>Head Coach</u>	6.00%
Assistant Wrestling	2,711	6 th Grade Basketball (Boys)	2,502
Assistant Competitive Cheer	2,711	6 th Grade Basketball (Girls)	2,502
JV Wrestling*	2,711	7 th Grade Basketball (Boys)	2,502
		7 th Grade Basketball (Girls)	2,502
Class III		8 th Grade Basketball (Boys)	2,502
<u>Head Coach</u>	9.00%	8 th Grade Basketball (Girls)	2,502
Baseball	3,754	7 th Grade Football	2,502
Soccer (Boys)	3,754	8 th Grade Football	2,502
Soccer (Girls)	3,754		
Softball	3,754	<u>Assistant Coaches</u>	4.00%
Track (Boys)	3,754	Assistant MS Basketball*	1,668
Track (Girls)	3,754	Assistant MS Football	1,668
<u>Assistant and Sub-Varsity Coaches</u>	5.50%	Class VI (Middle School)	
Assistant Baseball	2,294	<u>Head Coach</u>	5.00%
JV Baseball*	2,294	MS Track (Boys)	2,085
Assistant Softball	2,294	MS Track (Girls)	2,085
JV Softball*	2,294	7 th Grade Volleyball	2,085
Assistant Track (Boys)	2,294	8 th Grade Volleyball	2,085
Assistant Track (Girls)	2,294	MS Wrestling	2,085
JV Soccer (Boys)*	2,294	MS Competitive Cheer	2,085

Class VI (Middle School – Cont.)	
<u>Assistant Coaches</u>	2.50%
Assistant MS Track (Boys)	1,043
Assistant MS Track (Girls)	1,043
Assistant MS Volleyball*	1,043
Class VII (Middle School)	
<u>Head Coach</u>	3.00%
MS Sideline Cheer	1,251
MS Cross Country (Boys)	1,251
MS Cross Country (Girls)	1,251
MS Tennis (Boys)	1,251
MS Tennis (Girls)	1,251

*If authorized by the District due to participation. JV and Freshman coaches will only be employed if there are enough athletes participating to field teams with their own competitive schedules at those levels.

**APPENDIX A
SCHEDULE C – COACHING
2025-2026**

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

Class I		Class III (cont.)	
Head Coach	14.00%	Assistant Track (Girls)	2,305
Basketball (Boys)	5,868		
Basketball (Girls)	5,868	Class IV	
Football	5,868	Head Coach	8.00%
		Bowling (Boys)	3,353
<u>Assistant and Sub-Varsity Coaches</u>	8.50%	Bowling (Girls)	3,353
Assistant Basketball (Boys)	3,563	Cross Country (Boys)	3,353
Assistant Basketball (Girls)	3,563	Cross Country (Girls)	3,353
Freshman Basketball (Boys)*	3,563	Golf (Boys)	3,353
Freshman Basketball (Girls)*	3,563	Golf (Girls)	3,353
JV Basketball (Boys)*	3,563	Sideline Cheer	3,353
JV Basketball (Girls)*	3,563	Tennis (Boys)	3,353
Assistant Football (2)	3,563	Tennis (Girls)	3,353
Freshman Football (2)*	3,563		
JV Football (2)*	3,563	<u>Assistant and Sub-Varsity Coaches</u>	4.50%
		Assistant Cross Country	1,886
Class II		JV Golf (Boys)*	1,886
Head Coach	12.00%	JV Golf (Girls)*	1,886
Competitive Cheer	5,030	Freshman Sideline Cheer*	1,886
Volleyball	5,030	JV Sideline Cheer*	1,886
Wrestling	5,030	Assistant Tennis (Boys)	1,886
		Assistant Tennis (Girls)	1,886
<u>Assistant and Sub-Varsity Coaches</u>	6.50%	JV Tennis (Boys)*	1,886
Assistant Competitive Cheer	2,725	JV Tennis (Girls)*	1,886
JV Competitive Cheer*	2,725		
Assistant Volleyball	2,725	Class V (Middle School)	
Freshman Volleyball*	2,725	Head Coach	6.00%
JV Volleyball*	2,725	6 th Grade Basketball (Boys)	2,515
Assistant Wrestling	2,725	6 th Grade Basketball (Girls)	2,515
JV Wrestling*	2,725	7 th Grade Basketball (Boys)	2,515
		7 th Grade Basketball (Girls)	2,515
Class III		8 th Grade Basketball (Boys)	2,515
Head Coach	9.00%	8 th Grade Basketball (Girls)	2,515
Baseball	3,772	7 th Grade Football	2,515
Soccer (Boys)	3,772	8 th Grade Football	2,515
Soccer (Girls)	3,772		
Softball	3,772	<u>Assistant Coaches</u>	4.00%
Track (Boys)	3,772	Assistant MS Basketball*	1,677
Track (Girls)	3,772	Assistant MS Football	1,677
<u>Assistant and Sub-Varsity Coaches</u>	5.50%	Class VI (Middle School)	
Assistant Baseball	2,305	Head Coach	5.00%
JV Baseball*	2,305	MS Track (Boys)	2,096
JV Soccer (Boys)*	2,305	MS Track (Girls)	2,096
JV Soccer (Girls)*	2,305	7 th Grade Volleyball	2,096
Assistant Softball	2,305	8 th Grade Volleyball	2,096
JV Softball*	2,305	MS Wrestling	2,096
Assistant Track (Boys)	2,305	MS Competitive Cheer	2,096

Class VI (Middle School – Cont.)	
<u>Assistant Coaches</u>	2.50%
Assistant MS Track (Boys)	1,048
Assistant MS Track (Girls)	1,048
Assistant MS Volleyball*	1,048
Class VII (Middle School)	
<u>Head Coach</u>	3.00%
MS Sideline Cheer	1,257
MS Cross Country (Boys)	1,257
MS Cross Country (Girls)	1,257
MS Tennis (Boys)	1,257
MS Tennis (Girls)	1,257

*If authorized by the District due to participation. JV and Freshman coaches will only be employed if there are enough athletes participating to field teams with their own competitive schedules at those levels.

APPENDIX A
SCHEDULE C – COACHING

1. The percentage is based on the beginning step (Step 1) of the BA schedule.
2. Additional compensation for coaches.
 - (a) MHSAA Coaches Advancement Program (CAP) Certification Compensation:
 - i. Varsity head coaches who are CAP certified at Levels 1, 2, 3, and 4 will have 1.00% added to their pay rate percentage.
 - ii. Varsity head coaches who are CAP certified at levels 5-8 will have 1.00% added to their pay rate percentage.
 - iii. Assistant, sub-varsity, and middle school coaches who are CAP certified at Levels 1, 2, 3, and 4 will have 0.50% added to their pay rate percentage.
 - iv. Assistant, sub-varsity and middle school coaches who are CAP certified at Levels 5-8 will have 0.50% added to their pay rate percentage.
 - (b) Longevity Compensation:
 - i. Varsity head coaches will have 1.5%, 1.5%, and 1% added to their pay rate percentage upon accruing respectively 3, 7, and 10 years of coaching experience in the same sport.
 - ii. Assistant, sub-varsity, and middle school coaches will have 1%, 1%, and 0.5% added to their pay rate percentage upon accruing respectively 3, 7, and 10 years of coaching experience in the same sport.
 - (c) Extended Season Compensation: Varsity coaches will qualify for extra compensation if their teams, or individuals on their teams for individual sports, advance past the last regular season contest. The regular season includes the first round of the MHSAA tournament if all teams qualify for the first round.
 - i. For the sport of football, in which teams qualify for the MHSAA state tournament by reaching six (6) or more wins, the compensation for extended seasons will begin with the first round of the MHSAA playoffs.
 - ii. For team sports that automatically qualify for MHSAA district tournaments, the compensation for extended seasons begins when the team reaches the MHSAA regional tournament. Sports in this category include:
 - (a) Baseball
 - (b) Basketball
 - (c) Competitive Cheer
 - (d) Soccer
 - (e) Softball
 - (f) Volleyball

(g) Wrestling (Team and Individual)

iii. For individual sports that automatically qualify for the MHSAA regional tournaments, the compensation for extended seasons will begin when the team or individual reaches the MHSAA state finals. Sports in this category include the following:

- (a) Bowling
- (b) Golf
- (c) Tennis
- (d) Cross Country
- (e) Track

iv. Head varsity coaches for teams that advance past the last regular season contest will receive one hundred dollars (\$100) per team contest and fifty dollars (\$50) per team practice during the extended season. Varsity assistant coaches for these teams will receive seventy-five (\$75) per team contest and forty dollars (\$40) per team practice during the extended season.

v. Head varsity coaches who coach individual sports and have individuals who advance further in the extended season than their teams will receive seventy-five dollars (\$75) per contest day and forty dollars (\$40) per practice during the individuals' extended season. Varsity assistant coaches for these teams will receive fifty dollars (\$50) per contest day and twenty-five dollars (\$25) per practice during the individuals' extended season.

(d) Coaches will have the opportunity to earn additional compensation by organizing and running off-season camps for athletes and youth in accordance with the policies and procedures outlined in the *Athletic Coaches Handbook*.

3. Girls and Boys Track/Cross Country - In cases when one head coach is assigned to both girls and boys track or cross country, the coach will be paid one and half (1.5) times the head coach rate.
4. Cheerleading – A coach who coaches more than one group of cheerleading squads will have a stipend negotiated between the coach and the administration.
5. Middle School Football – In the case when one head coach is assigned to 7th and 8th grade football, the head coach will be paid one and one-half (1-½) times the head coach rate.
6. Nothing contained herein shall guarantee that the above positions shall be filled nor prohibit the addition of personnel in any capacity. Appointments to coaching positions will be made, and expire, annually. The parties agree that individuals shall have no right or expectancy to re-appointment to any coaching position.

APPENDIX A

SCHEDULE D – INSURANCE, OPTIONS, TDA AND TDP DEDUCTIONS

Section 1: Insurance Benefit Package:

Insurance benefits for K-12 and Aspire Academy teachers shall be MESSA health insurance provided through the Van Buren County Consortium; employees may choose any Consortium product, subject to the Board premium contribution limits established in Section 3, below. If there is no Consortium, the Board and the Association shall immediately meet to negotiate over the selection of a replacement insurance product(s). All insurance benefits must comply with the PPACA, PA 152, and the IRS Code, including any requirements necessary to avoid penalties, taxes, or charges against the District or the teacher (except taxes or fees specifically imposed by the PPACA on the individual). Non-complying insurance shall be immediately modified to ensure compliance. Any change shall be the minimum necessary and shall occur only after negotiating with the Association.

K-12 and Aspire Academy teachers who elect to enroll in a MESSA medical insurance shall be responsible for all medical benefit plan costs that exceed the Board's premium contribution, as established in Section 3 below. These amounts will be payroll deducted.

The Board shall pay 100% of the coverage premium for the non-medical insurances of vision, dental, negotiated life and long-term disability for full-time teachers.

All MESSA non-medical insurance plans will include the following non-medical benefits:

- Negotiated Term Life Insurance (\$20,000 with AD&D)
- Vision: VSP 3 Plus P 250CL
- Dental: 90/80/80= \$1,500 annual maximum (Class I, II, III) and 80% \$1,200 Class IV
Lifetime maximum; no adult ortho
- LTD: 66 2/3% of maximum monthly eligible salary
\$10,500 maximum monthly salary
90 calendar day/modified fill
Alcoholism/Drug and Mental/Nervous: same as other illness
2-year own occupation maximum benefit period; 5% minimum benefit payout
Pre-existing condition waiver
Freeze on offsets; no COLA
Social Security offset

- (a) The Board will provide a payment of \$150 per month to any eligible K-12 or Community Education Teacher bargaining unit member who does not enroll in a PAK with a hospital/medical insurance program. Such sum shall be in the form of cash according to the Board's Cafeteria Plan which is required by Section 125 of the IRS Code. That amount will increase according to the following schedule:

1 – 12 Participants	\$150 per month
13-18 Participants	\$300 per month
19-37 Participants	\$400 per month
38+ Participants	\$450 per month

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

Section 2:

Except as provided below, Community Education Early Childhood, Adult Education, and Online Education teachers will not qualify for Board premium contributions toward insurance programs or benefits unless they work an average of 29 or more hours for the District per week as defined in the Patient Protection and Affordable Care Act. However, Community Education Early Childhood, Adult Education, and Online Education teachers will, subject to the underwriting rules of the insurance carrier, be allowed to purchase health benefits at the group rate available to K-12 and Aspire Academy teachers. Community Education Early Childhood, Adult Education, and Online Education teachers enrolling in health benefit programs shall be entirely and exclusively responsible for premiums required to maintain coverage for themselves and, if elected, their eligible dependents, unless they work an average of 29 or more hours for the District per week as defined in the Patient Protection and Affordable Care Act.

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

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

Section 3:

The Board's premium contributions for medical insurance for K-12 and Aspire Academy teachers enrolled in a medical plan shall not exceed the following monthly amounts which have been set at the premium contribution limit established by 2011 Public Act 152:

	Effective through December 31, 2023	Effective January 1, 2024 – December 31, 2024 (or the first day of the month following the month of ratification if later than January 1, 2024)
Single*	\$ 616.62	\$ 641.90
Two Person	\$ 1,289.55	\$ 1,342.42
Family	\$ 1,681.70	\$ 1,750.65

* Community Education Early Childhood, Adult Education, and Online Education teachers board premium contribution is limited to the single subscriber amount.

- (a) The Board agrees to pay no more than the PA 152 2023 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions through December 31, 2023, and will pay no more than the PA 152 2024 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions beginning January 1, 2024, through December 31, 2024, and will pay no more than the PA 152 2025 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions beginning January 1, 2025 through December 31, 2025, and will pay no more than the PA 152 2025 State mandated hard cap amount of the total cost of the medical fees, assessments, and commissions beginning January 1, 2026 through August 31, 2026,

The employee share of the monthly insurance premium will be payroll deducted on the first and the second pay periods per month.

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

Section 4: MESSA Options, MPSERS Tax Deferred Plan (TDP) and MEA-FS Tax Deferred Annuities

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

PAW PAW PUBLIC SCHOOLS 2023-2024 CALENDAR

(178 Student Days; 3 Qualifying Professional Development Instructional Days, 186 Teacher Days)

Date	Event	Details
Aug 14	Kindergarten Jumpstart	8:30-11:30 A.M.
Aug 21-23	Teacher Professional Development Days (18 Hrs*)	No Students
Aug 21	Open House (HS)	6:00-7:30 P.M.
Aug 21	Open House (MS)	5:00-6:30 P.M.
Aug 22	Open House (ELEM)	5:30-7:00 P.M.
Aug 22	Open House (Aspire)	6:00-7:30 P.M.
Aug 23	Open House (Early Childhood)	5:00-6:30 P.M.
Before Aug 27	FLEXIBLE Teacher Workday	7 working hours
Aug 28	First Student Day	½ Day in A.M. for K-12 Students
Sep 1	No School	No School
Sep 4	Labor Day	No School
Sep 29	District-Wide Professional Development (Half)	½ Day in A.M. for K-12 Students
Oct 4	Fall Student Count Day	
Oct 12, 16	Parent-Teacher Conferences (HS, CS)	4:00-7:15 P.M.
Oct 12, 17	Parent-Teacher Conferences (MS)	4:00-7:15 P.M.
Oct 31	District-Wide Professional Development (Half)	½ Day in A.M. for K-12 Students
Nov 15, 16	Parent-Teacher Conferences (ELEM)	1:00-7:15 P.M. / Half Day A.M. for Y5 and K-5 Students
Nov 17	End of First Trimester	
Nov 20	Teacher Workday	No Students
Nov 21	District-Wide Professional Development (Full)	No Students
Nov 22	No School**	No School
Nov 23-24	Thanksgiving Break	No School
Dec 25-Jan 5	Winter Break	No School
Jan 8	School Resumes	
Jan 25, 30	Parent-Teacher Conferences (MS)	4:00-7:15 P.M.
Jan 25, 29	Parent-Teacher Conferences (HS, CS)	4:00-7:15 P.M.
Feb 9, 12	Mid-Winter Break	No School
Feb 14	Spring Student Count Day	
Feb 28, 29	Parent-Teacher Conferences (ELEM)	1:00-7:15 P.M. / Half Day A.M. for Y5 and K-5 Students
Mar 1	End of Second Trimester	½ Day in A.M. for K-12 Students
Mar 29	No School**	No School
Apr 1-5	Spring Break	No School
Apr 8	School Resumes	
Apr 29	Parent-Teacher Conferences (HS, CS)	4:00-7:15 P.M.
Apr 30	Parent-Teacher Conferences (MS)	4:00-7:15 P.M.
May 2	Parent-Teacher Conferences (ELEM)	1:00-7:15 P.M. / Half Day AM. for Y5 and K-5 Students
May 3	Half Day**	½ Day in A.M. for K-12 Students & Staff
May 24	PPHS Graduation	7:00 P.M.
May 27	Memorial Day	No School
May 31	Aspire Academy Graduation	7:00 P.M.
June 5	Next to Last Student Day	½ Day in A.M. for K-12 Students
June 6	End of Third Trimester, Last Student Day	½ Day in A.M. for K-12 Students

* 18 hour maximum for Prof Development on Aug. 21-23 to compensate for teachers required attendance at Open House.

** Release time on Nov. 22, Mar. 29, and May 3 is scheduled to compensate for teacher attendance at parent-teacher conferences.

“No School” means no students and no teachers

“No Students” means teachers only

“District-Wide Professional Development (Half)” means half day for K-12 students

“District-Wide Professional Development (Full)” means no school for students

On All Wednesdays the district will have a 1-hour early release for students at the discretion of the district

PAW PAW PUBLIC SCHOOLS 2024-2025 CALENDAR

To be negotiated during the 2023-2024 school year.

PAW PAW PUBLIC SCHOOLS 2025-2026 CALENDAR

To be negotiated during the 2024-2025 school year.

**EXHIBIT A - NOTIFICATION OF USAGE OF PERSONAL BUSINESS LEAVE OR
PERSONAL BUSINESS PERTAINING TO CHILD'S PARTICIPATION IN A PPPS
EVENT**

Name: _____

Date/Time leave to be taken: _____

Signed: _____

Date submitted: _____

Check One:

Personal Business Leave.

Leave to be deducted from Sick Leave for personal business pertaining to child's participation in a PPPS event. Include a description of the school event for which the leave is being requested:

Approval of building principal: _____

Date approved: _____

NOTE: By collaborative agreement by the Superintendent and Association President, an alternate electronic form for notification of usage of personal leave days may be adopted by the district and utilized in place of this form.

Paw Paw Public Schools

PROFESSIONAL DEVELOPMENT GUIDELINES

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

Scheduled Professional Development

Teachers are expected to attend all scheduled professional development activities.

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

Grievance # _____ Date Filed _____

Name of Grievant _____ Building _____

Date Cause of Grievance Occurred: _____

Statement of Grievance: _____

Relief Sought: _____

Signature of Grievant _____ Date _____ Signature _____ Date _____

STEP ONE

Date Informal Meeting with Principal Was Held: _____

STEP TWO

Date Received by Principal: _____

Disposition of Principal: _____

Position of Grievant/Association: _____ Signature _____ Date _____

Signature _____ Date _____

STEP THREE

Date Received by Superintendent: _____

Disposition of Superintendent: _____

Signature

Date

Position of Grievant/Association: _____

Signature

Date

STEP FOUR

Date Received by Board of Education: _____

Disposition of Board of Education: _____

Signature

Date

Position of Grievant/Association: _____

Signature

Date

STEP FIVE

Date Submitted to Arbitrator: _____

Disposition/Award of Arbitrator: _____

Signature

Date

The settlement of grievances will be in accordance with ARTICLE XXIV - GRIEVANCE PROCEDURE of the Agreement.