

CONTRACTUAL AGREEMENT

between

PALO COMMUNITY SCHOOLS BOARD OF EDUCATION

and the

PALO EDUCATION ASSOCIATION

2011 – 2013

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ARTICLE 1
RECOGNITION

- A. The Board of Education of the Palo Community Schools of Palo, Michigan, hereinafter called "Board," and the Palo Education Association, hereinafter called "Association," hereby enter in the following mutually binding agreement.
- B. Pursuant to Set 379, Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive representative of all certified K-8 and certified "Title I" teachers 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 this Agreement for Palo Community Schools. This provision excludes all aides, assistants, clerical staff, administrative staff, non-certificated and/or hourly rated employees.
- C. Nothing herein is intended to prohibit the right of free communication between the Board or its representatives and the personnel included in the bargaining unit.
- D. The recognition status of newly created professional certified positions shall be mutually decided between the Association and the Board within (60) days from date on which the position(s) is filled.
- E. It is understood that the pronouns "he" and "his," as used in this contract, are genderless in reference.

ARTICLE 2

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself the right to exercise the foregoing powers, right authority, duties and responsibilities of the Board, and the right to initiate the adoption of reasonable policies, rules, regulations and practices in furtherance thereof. The use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof which are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States. The Board shall, in keeping with its responsibilities, perform the following:
1. Manage and control the school's business, the equipment, and direct the operations of the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement; and maintain the right to establish, modify or change any work or business hours or days.
 3. Maintain the right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, and determine the size of the work force and to lay off employees.
 4. Determine the services and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the location or relocation of its facilities, including the establishment or reallocations of new schools, buildings, departments, division or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

10. Determine the size of the management organizations, their functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policies affecting the selection, testing, and training of employees, providing such selection shall be based upon lawful criteria.
 12. Exercise final determination and approval for curriculum and all matters relating to curriculum, both express and functional.
- B. Whenever a teacher fails to carry out his responsibilities as defined, he will be subject to disciplinary action that may include any or all of the following in the following order.
1. An initial conference between the two parties involved shall be held for the purpose of defining the infraction. The teacher and/or Administrator shall be entitled to have present a representative of the Association and/or Board at that time and/or any time that disciplinary action is taken. A teacher shall be advised of this right before any action is taken.
 2. Verbal warnings, written reprimands, or other disciplinary action may be given. If written, one copy of the document will be given to the teacher, and one will be placed in the teacher's personnel file and/or sent to the Association.
- For purposes of convenience, a later conference may be scheduled at which time all parties can be present. If a second conference is required, it shall be at both parties' convenience and at the earliest possible time.
- No teacher(s) is/are to be reprimanded in the presence of students, parents, support staff or professional staff.
- C. The district reserves the right to question the qualifications of teachers, including their physical, mental or emotional condition.

Required exams will be at the expense of the district, where the cost is not covered by the teacher's health plan.

Before taking action, the Superintendent will meet with the PEA President to discuss the reasons.

ARTICLE 3

ASSOCIATION AND TEACHER RIGHTS

- A. Association announcements shall be permitted only at the close of building faculty meetings or the contractual day. Association activities will in no way interfere with classroom or preparation time during the contractual day.
- B. The Association and its representatives may use the school building for meeting purposes and shall schedule the time and place of such meeting subject to the confirmation of the administration so long as it does not interfere with the regular school hours as defined in this agreement or any prescheduled event. No charge shall be made before the commencement of the school day nor until 5:00 p.m. After this time the Board may make a reasonable charge thereof.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property only at times when the member conducting business with the Association representative is on a duty-free period. Such representatives shall notify the building administrator of their presence in the building.
- D. The Association may use school facilities and equipment by requesting use of same from the building administrator.

The Association shall pay for the actual cost of the materials and supplies incidental to such use, as well as repair in the event of misuse. Evidence of misuse is to be determined by a qualified repairman.

- E. A bulletin board shall be provided in the teachers' lounge for the use of the Association. No other bulletin board shall be used for the Association postings or business. The Association may use the district mail service and mail boxes for communication with teachers.
- F. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the United Profession either on or off the school premises. However, teachers may not attach or glue any types of membership insignia to any part of the building or Board property other than the Association bulletin board.
- G. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the activities of any employee organization.
- H. The Board agrees to furnish to the Association financial information as reported in the yearly B Report, and the tentative budgeting requirements as are provided by the district to the Ionia County Intermediate School District.

- I. All teachers have the right to review their personnel files within the confines of the office in which the files are housed and in the presence of their Association representative and the Building Administrator and/or Board representative. Copies of contents may be obtained upon request. The review is to take place during regular workday working hours, and at a time mutually convenient for both the Association member and the administrator or his/her representative.
- J. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- K. Upon request, the Board shall place on the agenda of each regular board meeting any matters brought to its attention by the Association. The requests must come at least one week prior to the next regular Board meeting.
- L. The Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Association for the purposes of engaging in collective bargaining. The Board shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in legal activities of the Association, or his/her institution of any grievance, complaint, or proceeding.
- M. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan Revised School Code, Tenure Act, or other applicable laws and regulations. The rights granted to teachers thereunder shall be deemed to be in addition to those provided elsewhere.
- N. No religious or political activities of a teacher, or lack of such, shall be grounds for any discipline or discharge under provision or this agreement. However, no religious or political activity is to interfere with or alter a member's contractual duties.
- O. Communications obtained by a teacher in confidence during the course of his/her professional duties, and which if disclosed to other persons might result in substantial and irreparable harm to the student involved, need not, except with the consent of said student/parent/guardian (as appropriate) be disclosed to anyone, including but not limited to any school administrator, parent, or guardian, unless said disclosure has been determined to be required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal, nor may any reference to such a refusal become part of any personnel record unless such refusal is made in bad faith by the teacher.
- P. The Board will endeavor to consult with the Association prior to the adoption of any policies or procedures to implement the Family Educational Rights and Privacy Act of 1974 including but not limited to what items are and are not deemed to be included within the definition of school records, how parental requests of other persons to see such records are to be handled, how parental consent is to be obtained, and what the responsibility of the teacher is with respect

to each of these matters.

Q. The Board may consult with the Association on any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed or under consideration, and the Association will be given the opportunity to consult with the Board with respect to said matters prior to their adoption and/or general publication whenever feasible.

R. Any serious complaint made against the teacher shall be called to his/her attention within five working days. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

S.

1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, arbitrarily or capriciously.

2. A teacher and/or administrator shall be entitled to have present a representative of the Association during any disciplinary action. A teacher shall be advised of this right before any action is taken.

T. Site-Based Decision Making

The conditions which follow shall govern teacher participation in any and all plans, programs or projects included in the terms, site-based decision making, school improvement, effective schools or other similar descriptions.

1. Participation on committees outside of the normal work schedule is voluntary and as such, will not be utilized for purposes of evaluation or disciplinary action.

2. The Master Agreement may not be modified in whole or in part except by mutual, written agreement by the Association and the Board.

3. It is understood that any meetings scheduled during school hours must be attended by all teachers unless excused by the Superintendent.

ARTICLE 4

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS AND FINANCIAL RESPONSIBILITY

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a Service Fee to the Association including local, state, and national amounts.

The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following decision.

The MEA has established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures." If any bargaining unit member paying service fees hereunder objects to the expenditure by the Association, (including MEA or NEA) of any funds collected from him/her pursuant to provision 11.1.1 above, such bargaining unit member may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- B. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- (a) The Board gives timely notice of such action to the Association and permits the Association intervention as a party if the Association so desires, and
 - (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, including each individual member of the Board and Administration, from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

- C. Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining member each month of ten (10) months, beginning in September and ending in June of each year.
- D. Additional payroll deductions from time to time, by mutual consent of the Board and the individual teacher, may be made for any purpose in addition to those already agreed upon in the Agreement.

ARTICLE 5

NEGOTIATIONS

- A. Negotiations of the Agreement, for the ensuing years, shall be opened by June 1, of the year the contract expires.
- B. In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representative from either inside or outside the school district.
- C. When a tentative agreement is reached, both bargaining teams agree to present the agreement to their respective governing bodies for ratification.
- D. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 6

TEACHING HOURS

- A. In pursuit of the teacher's professional teaching responsibilities, the board agrees that there is a need for research, planning, meeting with parents, material gathering, consultation with various specialists and other activities. The board further agrees that many of these activities can only or better be carried on in home offices, libraries, universities, intermediate offices and other locations off school premises. Accordingly, the Board agrees that teachers are responsible for their own schedules and that they will not be restricted to specific sites or hours other than for scheduled professional teaching assignments.
- B. The number of hours and days of instruction time will be decided upon yearly. The decision will be made based on state mandates for days and hours. This decision will be reached by mutual agreement of the PEA and the administration. Teachers may use for Conference and Preparation services all time during which their classes are receiving instruction from on staff teaching specialists. Such time will be provided to all teachers on an equitable basis.
- C. All teachers shall have a 35 consecutive minute "duty-free" lunch period. This lunch period will be between 10:30 a.m. and 1:00 p.m.
- D. Daily preparation for effective teaching, correcting papers, themes, attending faculty meetings and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, demands are made for attendance at staff conferences, parent-teacher conferences, P.T.O. meetings, and the like. The demands can readily become excessive. It is accordingly agreed that each teacher will attend four events per school year; however, staff will be encouraged to attend additional after-school activities.

No departure from these norms shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the grievance procedure thereafter set forth.

- E. Faculty meetings shall not exceed one and one-half (1½) hours, nor be scheduled more often than every other week on the average. If planned to exceed the contractual day, a 48-hour notice shall be given to teachers involved except in unusual circumstances.
- F. The teachers' normal working day will commence twenty (20) minutes before the school day opens and will end twenty (20) minutes after the students are dismissed.
- G. Teachers will not report to work when school is canceled due to the weather or

other emergencies. The school will make-up only those days which are required by state law for the receipt of state aid. If the state changes the law concerning the make-up of snow days, the parties agree to renegotiate this provision at the request of either party. Days that are required to be made up will not require additional compensation.

- H. When schools are open and teachers are unable to report to work because of severe inclement weather or an Act of God, or health and safety are threatened by attempting to report, these teachers shall not be penalized for failure to report. Discretion as to this determination is solely the responsibility of the Administration.

ARTICLE 7

SCHOOL CALENDAR

- A. Between April 1 and July 1 of each school year, a two-member Committee will meet to discuss and set the school calendar.
1. The PEA will present to the Board of Education a proposed school year calendar for discussion and final approval by the May board meeting.
 2. The calendar year shall not include more than 182 days of instruction or more than 2 days prior to the first class day, and two days after the last class day.
 3. After completion of the calendar by the Committee, the proposed calendar will be submitted to the Board of Education and the Association for ratification.

ARTICLE 8

CLASS SIZE

- A. The Board will make every reasonable effort to keep the class ratio as close to a maximum of 25:1 as possible. If a class exceeds 25 students, a paraprofessional will be provided per the following schedule:

26 to 30 students	3 hours per day
31 students and above	6 hours per day

- B. In the event split classes are required, the Board will provide a paraprofessional for at least one-third (1/3) of the instructional week. The paraprofessional will follow the class when applicable according to the contract terms. The Superintendent will determine the economic feasibility of this program.

ARTICLE 9

TEACHING ASSIGNMENTS

- A. The Board has the responsibility of making teaching assignments.
- B. Teachers will be advised of their tentative assignments for the coming school year when a decision has been made, normally by June 30 prior to the school year in which the assignment is effective. However, the Board reserves the right to alter assignments after June 30 based on its determination of needs.
- C. Any assignments in addition to the normal teaching schedule, including extra duties set forth in Schedule B, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to certified or qualified, regularly employed teachers in the district.
- D. If a teacher accepts an assignment of an added class which goes beyond the set hours of the school day, he/she shall be compensated at an hourly rate based upon his/her Schedule A salary.
- E. Any teacher, who accepts playground duty at noontime, will be compensated at a rate of pay based on a playground aide.

ARTICLE 10

VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a position within the bargaining unit presently unfilled, including newly created positions. Also included are currently filled positions which are anticipated to be open. Any position which is or will be open for thirty (30) or more school days also shall be considered a vacancy and posted unless prior written arrangements have been approved by the District.

Notices of vacancies in positions requiring certified teaching staff, including full-time, part-time and extra-pay positions, whether they occur by reason of personnel changes or through additions to the teaching staff, shall be posted in each school building during the school year or provided by written notice (first class mail) to the Association President when school is not in session. No vacancy shall be filled until such vacancy has been posted for fifteen (15) calendar days.

- B.
1. Any teacher whose certification qualifies him for any posted vacancy may make written application for the position. The Board agrees to consider the education and experience of each applicant, his qualifications, and other relevant factors.

ARTICLE 11

SENIORITY

- A. Seniority is defined as length of continuous accumulated and active service within the bargaining unit as of the teacher's last effective date of employment. In the circumstance of more than one individual having the same seniority, all individuals so affected will participate in a drawing to determine placement on the seniority list.
- B. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged. In the case of bargaining unit members who accept non-bargaining unit employment for the Palo Schools, seniority shall not accrue during such employment; however, previous seniority shall be retained.
- C. Seniority shall accrue for teachers on various forms of leave or layoff as determined by this Agreement.
- D. If for any reason the Board anticipates a reduction of staff for the following school year, it shall, prior to taking formal action, inform the Association.

ARTICLE 12

GRIEVANCE PROCEDURE & ARBITRATION

A. Representatives

Any teacher, or the Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a written grievance with the Board or its representative. If a grievance arises, the Board hereby designates the Superintendent of Schools as its representative. If the Association does not file a grievance in writing with the designated representative within fifteen (15) working days after the occurrence, or the knowledge thereof, then the grievance shall be considered waived.

B. Association Grievance Procedure

For administrative convenience, the Board causes all complaints which may be the subject of grievance under the Article first to be presented to the Association for informal processing in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established.

The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedure shall not be required as a condition precedent to invoking the grievance procedure, nor shall participation of the Association in such informal procedures be deemed to be a supervisory or executive function.

C. Administrative Time Schedule

Within five (5) working days of receipt of the grievance, the designated representative of the Board shall meet with the Association Representative and the grievant in effort to resolve the grievance.

If the grievance is denied by the Superintendent, the Association may appeal the decision within ten (10) working days from receipt of the denial to the Board of Education.

D. Board Time Schedule

1. Within ten (10) working days from receipt of the grievance, the Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except by mutual consent, shall final determination of the grievance be made by the Board more than fifteen (15) working days after its submission to the Board.

E. Arbitration

1. If the Board of Education and the Association are unable to resolve any grievance involving an alleged violation of a specific article and section of this Agreement, the Association may, within ten (10) working days after the decision of the Board of Education, appeal to arbitration. If the parties are unable to mutually agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association. The arbitrator, so selected, will confer with the parties and hold a hearing promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or the receipt of the briefs. The arbitrator's decision shall be in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His/her authority shall be limited to decide whether specific articles and sections of this Agreement have been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the law and this Agreement. The arbitrator shall have the power to award the actual rate of interest earned by the School District on any pay withheld, but it shall not be within his/her scope and power to award punitive damages. The decision of the arbitrator, if within the scope of his/her authority, as above set forth, shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be shared (60% loser and 40% winner) by the Board and the Association. Each party shall bear their own expense in connection therewith.

- G. The grievance form attached shall be used for all grievances.

ARTICLE 13

SICK BANK

- A. Each teacher having at least ten (10) accumulated sick days on the beginning day of the annual school year (the first day teachers are required to report), shall contribute three (3) days per year from their individual sick day accumulation. The contributed sick days will be placed in the sick bank to be used only by Association members. There shall be no more than one hundred fifty (150) days accumulated in the sick bank, therefore no one will contribute until the bank is depleted to the limit set in Section F, at which time the bank will be replenished as in Section A or Section F.
- B. The Association President and the Association will keep records. These records are to be cross-checked and in agreement with the school's records which the school secretary will keep. Should a discrepancy in records result, and should that discrepancy not be readily resolved, the records of the school secretary shall stand as final.
- C. In order to be eligible to apply for days from the sick bank, an individual must:
- (1) Be sick for twenty (20) consecutive days provided that where an individual's personal sick leave accumulation exhausts during or prior to the completion of the twenty day requirement as provided herein, that payment, if approved in accordance with Section D, shall be made retroactively upon completion of the twenty (20) day requirement.
 - (2) Exhaust all their accumulated sick leave days.
- D. Approval of withdrawal from the sick bank will be by a majority vote of the Association members. Unused days in the bank shall be carried over from one year to the next. Such days will only be approved for illness of a member, and shall be subject to the provisions outlined in Article 14, Section A.
- E. No teacher may withdraw more than fifty (50) days per incident from the sick bank.
- F. When the sick bank reaches a minimum balance of ten (10) days, the Association members as a whole will review the sick bank and will take what measures are deemed necessary to replenish it.
- G. The Association agrees to indemnify and save the Board, including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of or by reason of, action by the Association in implementing this Article.
- H. This entire Article shall be exempt from the grievance procedure except that any questions regarding official school records as referred to in sentence two of

Section two of this Article may be appealed to the grievance procedure.

- I. For teachers who terminate employment with the Palo Schools prior to the close of the school year, all unearned sick days shall be deducted on a pro-rata basis from the sick bank.

ARTICLE 14

PAID LEAVE DAYS

- A. Sick Leave – Teachers covered by this agreement shall be entitled to sick leave with pay benefits to accumulate at a rate of one (1) day for each month worked (10), with unlimited accumulation of sick leave days. However, teachers may take sick days not yet earned for the year with the understanding that if, for any reason, the teacher's length of employment does not cover the sick days used for the year, the Board must be compensated by the teacher for those unearned used sick days.
1. Sick leave days shall be used for:
 - a. Personal illness or disability of an immediate family member as defined in Article 14, Section G.
 - b. Disability associated with pregnancy, miscarriage, abortion, or childbirth shall be treated as any other disability.
 2. The Board may request verification of illness or disability from a professional medical source after the fourth consecutive day.
 3. Sick days shall not be used for personal leave days.
- B. Personal Leave – Teachers shall be entitled to a maximum of three (3) personal days per year. These days are to be separate from sick days and shall not accumulate from year to year. Written applications for personal days must be made through the Principal at least three (3) days in advance, except in cases of extreme urgency. Personal leave days may be approved for matters of an urgent nature which cannot be conducted any other time than during school hours.
- C. Jury Duty or Court Appearance – If a teacher is absent because of Jury Duty, or any appearance in court which is connected with or arises out of his/her position as a teacher in this school district, he/she shall not have to suffer loss of salary or any deduction from his/her accumulated leave time. Any compensation, excluding mileage, received for jury duty or court appearance shall be given over to the school district within five days of receipt of such compensation by the teacher. The teacher is expected to report for work whenever it is possible to teach a half day or more.
- D.
1. Attendance at Conferences and Workshops – No deduction from salary or leave time shall be made for any absence from his/her duties by a teacher who has been authorized under policies established by the Board or Superintendent to attend conferences or workshops.

2. MEA-NEA workshops and conferences are subject to Paragraph D-1.

- E. On the Job Injury – In cases of absence due to injury or illness incurred in the course of the teacher's employment, the teacher shall be paid the difference between Worker's Compensation and the teacher's net pay. This difference shall be charged against the teacher's sick leave on a pro-rata basis.
- F. Leave Statement – Upon the request of the teacher, the board shall furnish that teacher with a written statement at the beginning of each school year setting forth the total leave credit due that teacher.
- G. Bereavement Leave – Each member of the bargaining unit shall be granted up to two (2) days per death paid bereavement leave. In addition, up to three (3) days per death paid bereavement leave will be granted to be deducted from sick leave and/or sick bank, subject to the provisions of the sick bank. Extensions may be granted upon request. Said bereavement leave may be used in connection with the death of a member of the bargaining unit member's immediate family. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, father-and mother-in-law and grandparents, or dependents of the immediate household.

One (1) day per death may be granted for the death of any other person. Unpaid days may be granted upon request for the extension of bereavement leave.

At the teacher's option, personal days may be used in lieu of sick days for bereavement.
- H. The Board agrees to provide released time at full pay to the President or his/her designee for four (4) total Association days per school year.

ARTICLE 15

UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted for the purpose of full time participation in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps; or military service, provided said teacher states, in writing, his intention to return to the school system.
- B. A leave of absence may be granted to one teacher at a time for the purpose of serving as an officer of the PEA, MEA, or the NEA for a period not to exceed one year.
- C. A leave of absence shall be granted for the purpose of childbirth and/or adoption. A leave of absence may be granted for child care. Said leave(s) shall be for not more than one (1) year but may be extended upon written request of the teacher.
- D. Sabbatical Leave – Teachers who have been employed by the Board for five (5) consecutive years may be granted a sabbatical leave for teacher improvement of up to one (1) year with the stipulation that there be no remuneration of any kind under conditions of this contract, including unemployment.
- E. Extended Personal Leave – Any teacher shall have the right to request, in writing, a leave of absence without pay, for personal reasons. The initial leave period may be up to five (5) days and any additional days will be at the Board's discretion.
- F. Illness and Disability Leave Without Pay – A teacher who is unable to teach because of documented personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request by the teacher.
- G. Reinstatement from any unpaid leave of absence shall be to the teacher's former position, or to a similar position for which he is certified and qualified.
- H. A teacher shall endeavor to give at least forty-five (45) calendar days notice of the tentative dates prior to the beginning of any unpaid leave.
- I. The Board reserves the right to exercise those rights and options available to it under the Family Medical and Leave Act of 1993 including by way of illustration, the right to determine the method for computing the twelve (12) week period for eligible teachers and the relationship of paid leave time to available leave time under the Act.

In addition to Article 14, the Board agrees in exercising such rights, to adhere to the provisions of the Act, including but not limited to requirements to continue insurance benefit payments, return rights and the requirements in relationship to reduced or intermittent leaves.

ARTICLE 16

TEACHING FACILITIES AND EQUIPMENT

- A. Each teacher shall be furnished with a desk, copies of assigned texts, and other materials necessary for the administration and conduct of the classroom.
- B. Each classroom shall include adequate chalkboard space, storage space for school materials and the teacher's personal articles, and reference materials, as determined by the Board. The District assumes no liability for lost or stolen articles.
- C. Clerical personnel may provide assistance in preparation and duplication as their time permits. District owned duplicating equipment shall be made available during assigned hours for preparation of school materials.
- D. The Board shall make available one room, not to be used for regular classroom instruction, exclusively for teachers.
- E. A teacher who becomes aware of a possible safety hazard within the school building or on the school premises shall take precautionary action and then inform the building principal in writing. The administration shall investigate as expeditiously as possible and take appropriate action.

ARTICLE 17

INSTRUCTIONAL MATERIALS

- A. The Board of Education may request teachers to participate in the screening of instructional material and review their recommendations prior to the purchase of new material.
- B. The Board reserves the right to ask other agencies for their recommendations as well (i.e., Region 8 Remc, Selmc, Michigan State Department of Education, etc.).
- C. The final decision as to the above-determined materials shall rest entirely with the Board of Education.
- D. Teachers shall be reimbursed, within the budgeted amount, for any material approved by the Superintendent and purchased by the teacher for use in the classroom or for school activities. Receipts must be received no later than Tuesday of each week to be paid on Friday of the same week.

ARTICLE 18

SPECIAL, STUDENT, AND INTERN TEACHING ASSIGNMENTS

- A. The teaching of any special program conducted by the school district shall be offered to the existing staff first.
- B. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers, covered by this Agreement, are used as substitutes on an emergency and voluntary basis, said teachers shall be compensated in addition to their regular rate of pay, at a pro-rata rate paid to substitute teachers.
- C. Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment, and they shall be known as "Supervisory Master Teachers." The parties recognize that "Supervisory Master Teachers" are not supervisory teachers under Public Act 379 of 1965. The Supervisory Master Teacher, upon request, shall submit a written report and an evaluation to the university coordinator, the administrator, and the student teacher.
- D. The Association agrees to accept student teachers and intern teacher as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.
- E. The Board shall disclose the amount received from the university placing student teachers. Monies made available to the district by the placing university shall be used for instructional materials and equipment.

ARTICLE 19

TEACHER PARAPROFESSIONALS

- A. If teacher paraprofessionals are to be employed, a job description will be determined by the teacher and the administrator.
- B. In order for the teacher to make best utilization of a paraprofessional, a detailed schedule must be provided for the paraprofessional. The schedule is to be determined by the teacher and administrator.
- C. Paraprofessionals, when in the classroom, shall be supervised by the teacher to whom the paraprofessional is assigned.
- D. If and when paraprofessionals are employed, an inservice program shall be conducted by the administrator and/or teacher.

ARTICLE 20

ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to teachers, and no special limitations may be placed upon study, investigation, or the objective presentation and interpretation of facts of learning. It is expected that the teacher will uphold the standards of professional responsibility, and will be sensitive to perceived needs, mores, and traditions of the community. Pressures from individuals or minorities within the community shall not be grounds for discipline of teachers who have performed their duties in good faith as they relate to this article. The right to academic freedom herein established shall include the right to support and/or oppose political causes and issues outside the normal classroom activities, and away from school property.

ARTICLE 21

COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are incorporated into a salary schedule format as presented in Schedule A. The Schedule A salary shall remain in effect during the designated periods covered by this Agreement.
- B. Teachers involved in voluntary extra-duty assignments, as set forth in Schedule B which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement based on the BA Step 0 of the current year's salary schedule.
- C. Part-time teachers shall receive appropriate salary and benefits, prorated to the percent of time contracted.
- D. All teachers with previous K-12 teaching experience in other districts will be given credit for up to three years of that experience. Credit for one year of outside experience will be granted after the successful completion of the first year at Palo. Credit for a second year of outside experience will be given at the end of the second year of teaching in Palo, and credit for the final allowable year will be given following the third year of teaching for Palo.
- E. Credit on the Salary Schedule for completion of a Master's degree in the field of education, completed prior to the end of the first semester, will be granted for the second semester.
- F. To receive one step advancement on the salary schedule, a teacher must work at least one more day than $\frac{1}{2}$ of the work days during a school year. For 2011-12 and 2012-13 step advancements will not be given. *(Hilary will be placed on step 2 of the salary schedule for year 2013-14) SL 2 29.12*
- G. Fifteen dollars (\$15) per day, up to one hundred (100) days of accumulated sick days will be paid upon retirement or the loss of employment, provided the employee has a minimum of ten (10) years of service with Palo Community Schools and retires or is released due to loss of employment based on declining enrollment.

Handwritten signature and date: 7-22-12

ARTICLE 22

NO STRIKE CLAUSE

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act, (MCLA 423.201 et seq; MSA 17.455(1) et seq.) unless the Board refuses to fully implement and abide by an arbitration award issued under this Agreement.
- B. The Board and the Association agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by the Public Employment Relations Act. The Board also agrees that it will not lockout any bargaining unit member during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.

It shall not be a violation of this Agreement, nor shall it be cause for discharge or disciplinary action if any bargaining unit member refuses to enter upon any property involved in a primary labor dispute. A bargaining unit member may not be ordered to cross a picket line if such action could adversely affect the personal safety of the bargaining unit member.

ARTICLE 23

MISCELLANEOUS

- A. Any resignation submitted by a member of the bargaining unit must be in writing before the Board can act upon it.
- B. It shall be the responsibility of the teacher to maintain control of students. The current Student Handbook, and Board Policy, as adopted by the Board, shall govern; and the Board and the Association mutually accept the duty of supporting these provisions. Whenever a student exceeds these classroom standards, the teacher may seek guidance and/or assistance from the School Administrator.
- C. In the event of illness on the part of any teacher, it shall be the responsibility of the district to obtain a substitute teacher.
- D. The parties agree that if any currently unanticipated revenue increases or decreases occur, either of which results in a gain or loss of revenues in excess of 6.0% of net district revenues:
1. The party requesting negotiations will make a written request to the other party.
 2. Bargaining will begin within ten (10) calendar days of receipt of the request, except by mutual agreement.
 3. Except by mutual agreement, negotiations will be limited to Schedule A.
- E. The employee has the option of being paid either on a 20 pay or 26 pay schedule for the school year. Any request for a change in the regular 26 pay schedule must be submitted in writing on or before the first (1st) day of school. This request will remain in effect for the current year.
- Those employees not requesting a change will be paid on our 26 pay schedule.
- F. In the event any provision of this Agreement is contrary to law, the provision shall be deemed null and void, but the remainder of the contract will remain in full force and effect.
- G. An emergency manager appointed under The Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in The Local Government and School District Accountability Act. This clause is included in this agreement because it is legally required by law.

ARTICLE 24

DURATION

This Agreement shall be effective upon ratification by the parties and shall continue in effect for the two year term of this Agreement until the **30th day of June, 2013**.

In witness whereof, the parties have set their hands this 5th day of March 2012.

PALO BOARD OF EDUCATION:

PALO EDUCATION ASSOCIATION:

Susan M Lehman

President

Pamela Ruid

President or Negotiator

Heather Smith

Secretary

Richard Arman

Vice President or Negotiator (3-5-12)

SCHEDULE A

2011-2012

(0% increase for 2011-2012)

Step	BA	MA
0	\$ 33,571.83	\$ 33,571.83
1	\$ 36,131.73	\$ 40,605.81
2	\$ 37,856.06	\$ 42,328.06
3	\$ 39,575.18	\$ 44,048.22
4	\$ 41,295.34	\$ 45,767.34
5	\$ 43,016.54	\$ 47,487.50
6	\$ 44,734.62	\$ 49,208.70
7	\$ 46,456.86	\$ 50,929.91
8	\$ 48,170.77	\$ 52,650.07
9	\$ 49,897.19	\$ 54,372.32

For 2011-12 a one time off schedule payment of \$200.00 per member of the Palo Education Association.

2012-13

(0% increase for 2012-2013)

Step	BA	MA
0	\$ 33,571.83	\$ 33,571.83
1	\$ 36,131.73	\$ 40,605.81
2	\$ 37,856.06	\$ 42,328.06
3	\$ 39,575.18	\$ 44,048.22
4	\$ 41,295.34	\$ 45,767.34
5	\$ 43,016.54	\$ 47,487.50
6	\$ 44,734.62	\$ 49,208.70
7	\$ 46,456.86	\$ 50,929.91
8	\$ 48,170.77	\$ 52,650.07
9	\$ 49,897.19	\$ 54,372.32

For 2012-13 a one-time off schedule payment based on increases in state funding will be shared on a 50% PEA and 50% PCS basis. Calculation of payment to PEA members will include retirement, employer social security and workers compensation expenses.

2011-12 Foundation Allowance	\$6,846.00
2011-12 Best Practice Incentive	<u>\$ 100.00</u>
2011-12 Base	\$6,946.00

2012-13 Foundation Allowance	\$6,846.00
2012-13 Best Practice Incentive Proficiency	\$ 60.00
2012-13 Best Practice Incentive Excess	<u>\$ 75.00</u>
2012-13 Estimate	\$6,981.00

Example:

$$\$6,981.00 - \$6,946.00 = \$35.00$$

$$78 \text{ Students} \times \$35.00 = \$2,730.00$$

$$\$2,730 \times 50\% = \$1,365.00$$

$$\$1,365 / 5 = \$273.00$$

Retirement = 27.37%; Employer Social Security = 7.65%;

Workers Compensation = .34%; Total = 35.36%

$$\text{Approximate Gross One Time Payment } \$273.00 / 1.3536\% = \$201.69$$

Longevity:

At 15 years – 3%

At 20 years – 5%

At 25 years – 7%

At 30 years – 9%

Longevity pay shall be based upon the top step of the salary schedule (BA or MA, which ever is appropriate).

Longevity payments will be based upon years of service with Palo Community Schools as a member of this bargaining unit. Part-time teachers will advance one (1) step on the salary schedule for each year taught. When a teacher goes from part-time to full-time employment, the teacher that had been previously credited with two (2) years will have earned one (1) full year of credit when choosing to teach full-time. Longevity payments will be paid at the completion of the school year that the teacher reaches the longevity step.

Insurance:

A. The Board shall provide to each bargaining unit member, MESSA Choices II or similar health plan for the employee and his/her family and other eligible dependents as defined by the health plan: .

B.

For 2011-12 bargaining unit members will bear "increased costs" of health, dental, vision, prescription or other insurance benefits paid by the district in 2010-11, the monthly amounts are:

Single	\$.00
Individual and Spouse	\$119.42
Family Coverage	\$192.40

Effective July 1, 2012 Palo Community Schools will make payment toward the annual costs of medical benefits up to:

	<u>2012-13</u>
Single	\$ 5,531
Individual and Spouse	\$12,426
Family Coverage	\$13,809

Coverage for 2011-12

MESSA PAK Plan A including:

MESSA Choices II; 10/20 Rx;

Delta Dental (75/50/50): \$1,000

LTD: 66 2/3% coverage; 120 day modified fill

Negotiated Life: \$20,000

VSP-3

For those teachers not choosing the health coverage option,

MESSA PAK Plan B including:

Delta Dental (50/50/50):\$1,000

Same LTD as Plan A

VSP 3

Negotiated Life: \$25,000

Coverage for 2012-13

MESSA PAK Plan A including:

MESSA Choices II; 500/1,000 deductible; \$20 OV; 10/20 Rx;

Delta Dental (75/50/50): \$1,000

LTD: 66 2/3% coverage; 120 day modified fill

Negotiated Life: \$20,000

VSP-3

For those teachers not choosing the health coverage option,

MESSA PAK Plan B including:

Delta Dental (50/50/50):\$1,000

Same LTD as Plan A

VSP 3
Negotiated Life: \$25,000

In addition to the Plan B benefits, those employees choosing the non-health option, shall also receive a monthly Board subsidy of:

\$200.00 monthly

These subsidies shall be applied, at the employee's option, to any or all of the following programs (as long as they remain non-taxable under federal I.R.S. rules):

1. Any MESSA fixed or variable options
2. MEA Financial Services annuities
3. Child care costs of employee's dependent children

LETTER OF UNDERSTANDING

Notwithstanding any other provision of the contract to the contrary, the employer shall provide a cash option in lieu of health benefits. The cash amount shall be () per . The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to an MEA Financial Services Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective (, ,) or a date not more than ninety (90) calendar days from the date of this agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

MESSA Insurance Rebate:

If Palo Community Schools receives a rebate check from MESSA, the contract may be reopened to discuss ~~PCS and PEA~~ distribution of the rebate check. ~~No other section or other contract language will be opened.~~ *Any rebates received* ↑

between PCS & the 2011-12 members of the PEA.

*Sl.
2.29.12
PWC
2022-12*

SCHEDULE B

The Board shall assign Schedule B positions on the basis of experience and abilities. Persons interested in obtaining Schedule B assignments must submit application in writing to the Building Principal.

1. For all of the following positions all pay will be issued with the pay period following the last game of the season. The Athletic Director will notify the payroll clerk.

Softball:	7 th /8 th	1.7%
	5 th /6 th	1.3%
Girls Basketball:	7 th /8 th	3.5%
	5 th /6 th	3.5%
Boys Basketball:	7 th /8 th	3.5%
	5 th /6 th	3.5%
Cheerleading:	7 th /8 th	2%
	5 th /6 th	2%
Cross Country:	7 th /8 th	1.7%
	5 th /6 th	1.3%
Volleyball:	7 th /6 th	1.5%
	5 th /6 th	1.2%

2. The persons holding the following positions have the option of taking their pay $\frac{1}{2}$ at the end of the first semester and $\frac{1}{2}$ at the end of the year or all at the end of the year.

Athletic Director:	6.0%
Student Activity Council:	1.5%
*Class Trip:	2.0% [This amount will be paid only to one teacher at the end of the school year, and there must be at least two trips per year. If there is only one trip, the amount will be 1%.]
Curriculum Director:	2.0%
Music Director:	3.0%
DEEP: Schoolhouse Pencils:	3.0%
School Improvement Director:	3.0%

SCHEDULE B (continued)

2. (continued)

The following positions will be paid as indicated on the Schedule B contract.

Book Ordering:	1.3%
Destination Imagination:	1.3% per person
Drama Club:	1.5%
Grant Writer:	[On existing grants that are awarded, the pay would be \$50.00. For new grants, the pay would be a minimum of \$50.00 but up to 1% of the successful grant amount, to be paid out of non-grant General Fund monies.]

3. An hourly rate figured on .07% of the BA Base shall be paid to those teachers who work in addition to the regular school hours on PA 25 or School Improvement Committee Projects or Programs.

APPENDIX A

PALO ANNEXATION/CONSOLIDATION POLICY

It will be Board policy that, in the event of annexation, consolidation, or reorganization of this district, the Board shall attempt to protect the interests of its teachers by requesting that immediate negotiations begin between the receiving district and the Palo Education Association to deal with the following issues:

- a. All teachers on tenure at the time of annexation, consolidation or other reorganization shall be granted tenure by the successor Board of Education.
- b. All rights accrued by teachers under this Agreement shall be assumed by the successor Board of Education.
- c. No teacher shall suffer a decrease in wages, hours, and other terms and conditions of employment as a result of the annexation, consolidation or other reorganization.
- d. No teacher shall be involuntarily transferred arbitrarily or capriciously.

APPENDIX B

CALENDAR

Palo Community Schools will have the same Ionia ISD winter break & spring break, and two (2) ISD-wide identified professional development days.

175 student days, and,

182 teacher days, which includes conference evenings, and first and last half days.

APPENDIX C

GRIEVANCE REPORT FORM

(Submit to Supervisor/Principal in Duplicate)

DISTRIBUTION OF FORM

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Grievant

Grievance # _____

School District _____

BUILDING ASSIGNMENT NAME OF GRIEVANT DATE FILED

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor

Date

D. Disposition of Grievant and/or Union Association: _____

Signature

Date

(If additional space is needed in reporting Section B of Step 1, attach an additional sheet.)

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

STEP III

A. Date Submitted to Board of Education (If Applicable): _____

B. Disposition of Board of Education: _____

Date: _____

C: Position of Grievant and/or Union/Association: _____

Signature

Date

ARBITRATION STEP

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitration: _____

Signature of Arbitrator

Date

(NOTE: All provisions of Article _____ of the Agreement dated _____, _____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.)