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CONTRACTUAL AGREEMENT BETWEEN  
PALO COMMUNITY SCHOOLS BOARD OF EDUCATION  
AND THE  
PALO EDUCATION ASSOCIATION

1989 - 1992

*Palo Community Schools*

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I	RECOGNITION.....1
II	BOARD RIGHTS.....2-3
III	ASSOCIATION AND TEACHER RIGHTS.....4-6
IV	ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS AND FINANCIAL RESPONSIBILITY.....7-8
V	NEGOTIATIONS.....9
VI	TEACHING HOURS.....10-11
VII	SCHOOL CALENDAR.....12
VIII	CLASS SIZE.....13
IX	TEACHING ASSIGNMENTS.....14
X	VACANCIES AND TRANSFERS.....15
XI	REDUCTION IN PERSONNEL, SENIORITY AND RECALL.....16-18
XII	GRIEVANCE PROCEDURE & ARBITRATION.....19-20
XIII	SICK BANK.....21-22
XIV	PAID LEAVE DAYS.....23-24
XV	UNPAID LEAVES OF ABSENCE.....25
XVI	TEACHER EVALUATION.....26-27
XVII	TEACHING FACILITIES AND EQUIPMENT.....28
XVIII	INSTRUCTIONAL MATERIALS.....29
XIX	SPECIAL, STUDENT, AND INTERN TEACHING ASSIGNMENTS.....30
XX	TEACHER AIDES.....31
XXI	ACADEMIC FREEDOM.....32
XXII	COMPENSATION.....33
XXIII	NO STRIKES CLAUSE.....34
XXIV	MISCELLANEOUS.....35
XXV	DURATION.....36
SCHEDULE A	SALARY SCHEDULE, LONGEVITY & INSURANCE.....37-39
SCHEDULE B	COMPENSATION FOR EXTRA-DUTY ASSIGNMENTS.....40
APPENDIX A	INDIVIDUAL AGREEMENT--WAIVER OF SENIORITY.....41
APPENDIX B	PALO ANNEXATION/CONSOLIDATION POLICY.....42
APPENDIX C	CALENDAR.....43-44
APPENDIX D	GRIEVANCE REPORT FORM.....45-46

ARTICLE I

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 Chapter 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 II

### 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 of exercise of the foregoing powers, right authority, duties and responsibilities of the Board, and 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 of this agreement, and then only to the extent such specific and express terms hereof 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 relocations of new schools, buildings, departments, divisions 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.

ARTICLE II (continued)

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 or written reprimand 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.

- C. The Board reserves the right to question the qualifications of employees, including their physical or mental or emotional condition. Upon the recommendation of a majority of the members of the Board of Education, any employee may be required to submit to a physical or mental examination at Board of Education expense, provided that such expense is not covered by the individual's health insurance plan. Before being taken for Board action, the administrator and one (1) representative of the P.E.A. shall meet to discuss reasons for requesting physical or mental examination.

The results of none of the aforementioned meetings will be placed in the teacher's personnel file.

All Board meetings associated with the entire matter shall be held in closed session.

ARTICLE III

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 including typewriters, mimeographing machine, and other duplicating equipment, calculating machines, and all types of audio-visual equipment by requesting use of same from the building administrator in writing at the beginning of each school year.
- 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 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.

ARTICLE III (continued)

- 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 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 membership in the Association, his participation in legal activities of the Association, or his 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 may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder 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 of 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 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

ARTICLE III (continued)

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 attention within a reasonable amount of time. 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 transferred in assignment, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
  - 2. If a teacher fails to carry out his assignment, and discharge, denial of tenure, or being placed on a third year of probation is considered because of inadequacies observed in the teacher's professional work with students, the Board shall use:
    - a. Repeated observation
    - b. Written notice of specific improvements which must be made
    - c. The granting of adequate time to make improvements
    - d. Assistance from administration, Board, and Association when needed or called upon by the Superintendent.
  - 3. 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.



ARTICLE IV

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 equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. 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 deduction. 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, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- B. In the event of any legal action against the Employer 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 Employer 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 Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

ARTICLE IV (continued)

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer, including each individual member of the Board and Administration, from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer'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 Employer 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 unit member each month for 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 V

### NEGOTIATIONS

- A. Negotiations of the Agreement, for the ensuing years, shall be opened by written request of the Association or the Board 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 representatives 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 VI

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. Each elementary teacher shall provide not more than five and one-half (5 1/2) hours of instruction each day. Elementary teachers may use for Conference and Preparation services all time during which their classes are receiving instruction from teaching specialists.
- 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. These demands can readily become excessive. It is accordingly agreed that a minimum of four events per school year will be required of each teacher; 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 hereinafter set forth.

- E. Faculty meetings shall not exceed one and one-half (1 1/2) 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 cancelled 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.

ARTICLE VI (continued)

- 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 VII

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. This Committee will be made up of one member of the Association and one representative of the Board of Education.
  2. The calendar year shall not include more than 180 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 VIII

CLASS SIZE

- A. The Board will make every reasonable effort to keep class ratio as close to 25:1 as possible.
- B. In the event split classes are required, every reasonable effort will be made to provide a teacher's aide for at least one-third (1/3) of the instructional week.

ARTICLE IX

TEACHING ASSIGNMENTS

- A. In the absence of layoffs or vacancies, the Board has the responsibility of making teaching assignments. The Board agrees to give preference to experience, certification and seniority when receiving requests for transfers.
- B. The Board shall endeavor to avoid reassignment of any teacher to a position not commensurate with their prior experience.
- C. Teachers will be advised, as soon as is practicable, of their assignments for the coming school year.
- D. 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.
- E. If a teacher accepts an assignment of an added class which goes beyond the set hours of the school day, he shall be compensated at an hourly rate based upon his Schedule A salary.



ARTICLE X

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.

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, his seniority in the Palo Community Schools, and other relevant factors.
2. The Board will endeavor to use seniority as a determining variable, however, all factors of the applicants' qualifications will be taken into account for any filling of posted vacancies.

ARTICLE XI

REDUCTION IN PERSONNEL, SENIORITY AND RECALL

- 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 circumstances of more than one individual beginning employment on the same date, or having the exact same amount of service time, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and association representatives to be in attendance. This draw will not take place unless the need for such a seniority ruling should arise. The resultant seniority order shall be permanent. By October 1, of each school year, the administration shall deliver to the Association a seniority list of all teachers on the staff. Individual teachers shall inform the Superintendent of any errors in this listing.
- B. A teacher shall lose seniority rights if he retires, resigns, or is discharged for just cause. 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. The Board will not lay off teachers during the school year except in situations of significant loss of student enrollment, revenue loss in the form of State Aid, and/or reduction in local millage assessments.
1. First year probationary teachers shall be laid off first by using the following order:
    - a. Certification
    - b. SeniorityLayoffs shall occur in inverse order of seniority for first year probationary teachers.
  2. Second year probationary teachers shall be laid off in accordance with D-1 above.
  3. Third year probationary teachers shall be laid off in accordance with D-1 above.
  4. When all probationary teachers have been laid off, tenure teachers shall be laid off.

ARTICLE XI (continued)

Tenured teachers shall be laid off by using the criteria below in the following order:

- a. Certification
  - b. Seniority
- E. 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.
  - F. In the event it becomes necessary to reduce the number of teachers through layoff of employment or to reduce the number of teachers in a given subject area, field, or program; or to eliminate or consolidate position(s), the Board shall determine the order of layoff provided as outlined by the contract. The Board shall give sixty (60) calendar days' notice of layoff previous to the ending of the school year to the individual(s) involved.
  - G. If a teacher on layoff acquires changes in certification while on layoff, he shall have the right to utilize that certification to replace the least senioreed teacher in that area, provided the laid off teacher has greater seniority and provided that he began work on the additional certification prior to the layoff. Since layoffs are not to be effectuated until the fall, no teacher subject to layoff for the following school year shall lose fringe benefits or salary afforded them under this Agreement over the summer months.
  - H. A teacher on layoff shall be recalled in inverse order of layoff, provided he is certified for the vacancy and meets requirements of Article V, Section II. No new teachers shall be employed by the Board while there are teachers from the bargaining unit who are laid off unless there are no laid off teachers with proper qualifications to fill any vacancy which may arise.
  - I. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. Failure of the teacher to respond within twenty (20) calendar days or inability by the Board to deliver notification by certified restricted delivery within twenty (20) days shall mean teacher rights to recall have been waived.
  - J. Waiver of Seniority  
Employees in the bargaining unit may, without prejudice to seniority and other rights under the Agreement, waive their seniority for one year in the instance of the employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the employee, shall not be construed to be a waiver of seniority or any other right under the contract, including the employee's right to be recalled from such layoff. (See Appendix A)

ARTICLE XI (continued)

- K. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence as provided elsewhere in this contract to employees who make such requests. Requests granted shall not exceed the number of lay-offs. In the case of sabbatical leave requests, in the event of lay-off, the five (5) year service requirement in the Palo Schools shall be waived. Upon return, the teacher will be placed in the classroom assignment closest to that previously taught, if his classroom assignment is not available.

## ARTICLE XII

### 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. The fifteen-day limit also applies to the Board of Education.

#### 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.
2. If the Board is to discuss a grievance at a public meeting, the grievant will be notified in writing of such discussion in order that he and his Association representative may attend.

ARTICLE XII (continued)

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 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 decision not later than thirty (30) calendar days from the date of the close of the hearing. The Arbitrator's decision shall be in writing, and will set forth his 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 authority shall be limited to deciding 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 judgement 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 scope and power to award punitive damages. The decision of the Arbitrator, if within the scope of his 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.

F. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. Termination of services of, or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.

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

## ARTICLE XIII

### 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 XIV, 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.

ARTICLE XIII (continued)

- I. For employees 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 XIV

PAID LEAVE DAYS

- A. Sick Leave - Employees 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, employees may take sick days not yet earned for the year with the understanding that if, for any reason, the employee's length of employment does not cover the sick days used for the year, the Board must be compensated by the employee for those unearned used sick days.
1. Sick leave days shall be used for:
    - a. Personal illness or disability or illness or disability of spouse or children.
    - 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 - Employees shall be entitled to a maximum of two (2) personal days per year. These days are to be separate from sick days and shall not accumulate from year to year. Written application for personal days must be made through the Superintendent 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. It is expressly understood by way of illustration, that such days shall not be granted to seek other employment, extend weekends, or for recreational pursuits.
- C. Jury Duty or Court Appearance - If a teacher is absent because of Jury Duty, or any other appearance in court which is connected with or arises out of his position as a teacher in this school district, he shall not have to suffer a loss of salary or any deduction from his 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.

ARTICLE XIV (continued)

- D. 1. Attendance at Conferences and Workshops - No deduction from salary or leave time shall be made for any absence from his 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 five (5) days per death paid bereavement leave, 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.

ARTICLE XV

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 childcare. 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.

ARTICLE XVI

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. The Board and the Association mutually agree that the observation and the written evaluation of any teacher shall be for the purpose of providing help to the teacher and not as a means of harassment.
- C. Probationary teachers shall be evaluated in writing at least twice during the school year barring any unforeseen circumstances. For each observation, the teacher shall be observed for no less than 20 minutes of classroom teaching. Each evaluation will consist of at least three observations. The first evaluation shall be no earlier than the second full week of the school year or later than December 1. The second evaluation shall occur no later than April 1. The administrator's written evaluation of the teacher shall be discussed with the teacher at a personal interview which shall be held no later than the seventh school day following the final classroom observation unless extenuating circumstances prohibit. Upon completion of the interview, both parties must sign the evaluation. The signature of the teacher only acknowledges the teacher's reading of the written evaluation. In the event the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing, sign them, date them, and have them attached to the evaluation report to be placed in his personnel file.
- D. Tenure teachers shall be evaluated at least once during the school year barring unforeseen circumstances. For each observation, the teacher shall be observed for no less than 20 minutes of classroom teaching. The evaluation will be subject to all other conditions of the stipulations in the above sections A, B, and C.
- E. The private and personal life of any teacher is not within the concern or attention of the Board as long as it is consistent with the high standards of the teaching profession and does not adversely affect the student-teacher relationship.
- F. The Evaluation Form shall be jointly developed and approved by the Board and the Association.
- G. Test results of academic progress of students shall not be used on the individual teacher's written evaluation for the sake of determining the quality of the teacher's service, unless a consistent and irremediated pattern is developed.
- H. Any discussion of the evaluation shall be done privately with the teacher and shall not intentionally disrupt the operation of the class; likewise,

ARTICLE XVI (continued)

teachers will adhere to the privacy concept in discussing their evaluation with other staff.

- I. Teacher requests to be evaluated, whether or not they have been evaluated in a given year, shall be honored. Failure to evaluate a teacher according to the schedules in C and D above shall mean the teacher's performance is satisfactory.
- J. Each teacher's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the performance of this teacher is \_\_\_satisfactory \_\_\_unsatisfactory."
- K. Any teacher whose performance is deemed unsatisfactory in any area(s) will be provided with a Plan of Assistance. The Plan of Assistance will describe the desired behavior or outcome objectively. It shall be the evaluator's responsibility to provide definite positive assistance to rectify the problem(s). It shall be the teacher's responsibility to implement and adhere to the Plan.

ARTICLE XVII

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 XVIII

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-mentioned materials shall rest entirely with the Board of Education.
- D. Teachers shall be reimbursed for any material approved by the Superintendent and purchased by the teacher for use in the classroom or for school activities.

ARTICLE XIX

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 teachers 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 XX

TEACHER AIDES

- A. If teacher aides 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 an aide, a detailed schedule must be provided for the aide. The schedule is to be determined by the teacher and administrator.
- C. Aides, when in the classroom, shall be supervised by the teacher to whom the aide is assigned. The teacher shall render an evaluation at end of a marking period or when the aide is not satisfactorily meeting the job description.
- D. If and when aides are employed, an inservice program shall be conducted by the administrator and/or teacher.

ARTICLE XXI

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 and ideas concerning human society, the physical and biological world, and other branches 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 XXII

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.
- C. Music teachers shall receive appropriate salary prorated to the percentage of time of the contract. Music teachers shall have an obligation to work all appropriate faculty meetings, inservices, conferences, graduation, programs, solo and ensemble, and band festival to the same degree as a full-time teacher. To compensate for this additional time, and effort, part-time teachers shall receive the full fringe benefits of a full-time teacher.
- 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 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 92 work days during a school year.

ARTICLE XXIII

NO STRIKES 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 Employer refuses to fully implement and abide by an arbitration award issued under this Agreement.
- B. The Employer 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 Employer 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 other than a strike in violation of Article 8.1. 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 XXIV

MISCELLANEOUS

- A. Any resignation submitted by a member of the bargaining unit must be in writing before the Board can act upon it.
- B. Consideration and evaluation of any innovative or experimental program will be done cooperatively with the administrator and the teacher or teachers involved with the program.
- C.
  - 1) Employment beyond mandatory age of retirement may be extended on a year-to-year basis at the sole discretion of the Board.
  - 2) At least 60 days before the last day of school, the Board shall notify a teacher of its intent to invoke the mandatory retirement provision of applicable law. Failure to notify shall be considered notice of intent to continue employment.
  - 3) Should a teacher reach the mandatory age of retirement during the school year, that teacher shall have the option of completing the above-mentioned school year. Said teacher must state his/her option by June 1 of the preceding school year.
- D. The provisions of this Section (retirement) shall be subject to state and federal laws, and any alleged conflict shall be subject to the Grievance Procedure, and/or appropriate governmental appeals.
- E. 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.
- F. In the event of illness on the part of any teacher, it shall be the responsibility of the District to obtain a substitute teacher provided that the teacher notifies the Principal or designated representative at least one and one half hour prior to the commencement of school. If less than one and one half hour remains before the commencement of school, the responsibility for obtaining a substitute rests on the teacher, and the Principal must be notified immediately.
- G. 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.

ARTICLE XXV

DURATION

This Agreement shall be effective August 17, 1989, and shall be for the school years 1989-90, 1990-91, and 1991-92. This Agreement will be reopened June 1, 1992, or earlier, to bargain a successor agreement.

This Agreement shall expire on August 15, 1992.

All provisions of this contract shall be retroactive to August 1989.

In witness whereof, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

PALO BOARD OF EDUCATION:

PALO EDUCATION ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President - Negotiator

SCHEDULE A

1989-1990

	<u>BA</u>	<u>MA</u>
Step		
0	17700(1.00)	17700(1.00)
1	18585(1.05)	20886(1.18)
2	19470(1.10)	21771(1.23)
3	20355(1.15)	22656(1.28)
4	21240(1.20)	23541(1.33)
5	22125(1.25)	24426(1.38)
6	23010(1.30)	25311(1.43)
7	23895(1.35)	26196(1.48)
8	24780(1.40)	27081(1.53)
9	25665(1.45)	27966(1.58)

1990-1991

	<u>BA</u>	<u>MA</u>
Step		
0	18585(1.00)	18585(1.00)
1	19514(1.05)	21930(1.18)
2	20443(1.10)	22860(1.23)
3	21373(1.15)	23789(1.28)
4	22302(1.20)	24718(1.33)
5	23231(1.25)	25647(1.38)
6	24160(1.30)	26577(1.43)
7	25090(1.35)	27506(1.48)
8	26019(1.40)	28435(1.53)
9	26948(1.45)	29364(1.58)

1991-1992

	<u>BA</u>	<u>MA</u>
Step		
0	19328(1.00)	19328(1.00)
1	20295(1.05)	22807(1.18)
2	21261(1.10)	23774(1.23)
3	22228(1.15)	24741(1.28)
4	23194(1.20)	25707(1.33)
5	24160(1.25)	26673(1.38)
6	25126(1.30)	27640(1.43)
7	26094(1.35)	28606(1.48)
8	27060(1.40)	29572(1.53)
9	28026(1.45)	30539(1.58)

SCHEDULE A (continued)

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, whichever is appropriate.).



SCHEDULE A (continued)

Insurance

A. Effective July 1, 1989, the Board shall provide to each bargaining unit member, on a fully Board-paid, twelve months' basis, the following insurance:

1. For those members choosing the health insurance option,

MESSA PAK Plan A including:

MESSA SM2 with MESSA Care Rider  
Delta Dental C (50/50)  
LTD: Plan 1; 60% coverage; 120 day modified fill  
Negotiated Life: \$5,000  
VSP 1

2. For those members not choosing the health coverage option,

MESSA PAK Plan B including:

Same dental as Plan A  
Same LTD as Plan A  
VSP 2  
Negotiated Life \$10,000

In addition to the Plan B benefits, those employees choosing the non-health option shall also receive a monthly Board subsidy which shall equal the difference between the Plan A rate and the Plan B rate. This subsidy 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. MEFSA annuities
3. Child care costs of employee's dependent children

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: Head 1.7%  
Assistant 1.3%

Girls Basketball: Head 1.7%  
Assistant 1.3%

Boys Basketball: Head 2.0%  
Assistant 1.5%

Cheerleading: Head 1.7%  
Assistant 1.3%

Cross-country: Head 1.7%  
Assistant 1.3%

2. The persons holding the following positions have the option of taking their pay 1/2 at the end of the first semester and 1/2 at the end of the year or all at the end of the year.

Athletic Director: 3.2%  
Library: 1.5%  
Safety Patrol: 1.5%  
Student Activity Council: 1.5%  
Class Trip: 1.3%

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

Book Ordering: 1.3%  
Great Books: 1.0% per 9 week session per person  
Odyssey of the Mind: 1.3% per person

APPENDIX A

INDIVIDUAL AGREEMENT--WAIVER OF SENIORITY

The undersigned employee hereby agrees to waive his/her seniority for a time period beginning \_\_\_\_\_ and ending \_\_\_\_\_  
\_\_\_\_\_ for purposes of the \_\_\_\_\_  
(school district) impending institution of a layoff under the Master Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Master Agreement, including recall rights and other contractual privileges or benefits conferred under the agreement. This waiver pertains solely to the order in which said employee might be laid off during the period of this Master Agreement.

Signature \_\_\_\_\_  
(Employee)

Signature \_\_\_\_\_  
(Association Rep)

Signature \_\_\_\_\_  
(School District)

APPENDIX B

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, including seniority, 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 without just cause.

APPENDIX C

Palo Community School Calendar

1989-1990

August	25	Teacher Orientation-Work Day
August	28	First Day for Students
September	4	Labor Day Recess
September	11-15	Book Fair
September	27	Open House - 6:00 to 7:00 PM
September	27	P.T.O. Meeting - 7:00 to 8:00 PM
October	2-6	Michigan Education Assessment Program (test) Gr. 4 & 7
October	20-30	Submarine Sandwich Sale Orders
October	27	End of Marking Period
October	31	Halloween Parties - 12:30 PM E/5's - 5th.
November	8	Make Submarine Sandwiches
November	9	Parent-Teacher Conference - 4:00 to 7:00 PM
November	10	Parent-Teacher Conference - 8:00 to 12:00 AM
November	23-24	Thanksgiving Recess
November	28-30	Santa's Workshop
December	21	Christmas Program - 12:30 PM
December	22	Christmas Parties - School dismissed at 11:00
December	22	Last Day of School Before Christmas Recess
January	2	School Reconvenes
January	12	End of Second Marking Period
January	19	Records Day/ No School/ Optional Snow Make Up
January	22	Report Cards Go Home
February	14	Valentine's Parties - 12:30 PM - E/5's - Gr. 5
March	12	Michigan Reading Association for Teachers - No School
March	16	End of Third Marking Period
March	16	P.T.O. Carnival - 6:00 to 9:00 PM
March	19-23	Book Fair
March	22	Parent-Teacher Conferences - 4:00 to 7:00 PM
March	23	Parent-Teacher Conferences - 8:00 to 12:00 AM
March	24	First Day of Spring Recess
April	2	School Reconvenes
April	13	Good Friday - No School
April	16-20	Achievement Testing (K-8) S.A.T.
May	2	Spring Band Concert - 7:00 PM
May	24	Spring Music Concert - 7:00 PM
May	28	Memorial Day - No School
May	30	8th Grade Graduation - 7:00 PM
May	31	Kindergarten Graduation - 9:00 AM

(continued)

CALENDAR (continued)

June            1 Last Day of School - Field Day  
June            1 Make arrangements with Rosemary to clean rooms & check out

\*\*\*Additional Snow Make Up Days, if needed, will be made up at the end of the year. The State allows that the first two snow days do not have to be made up; only those after day two.

APPENDIX D

Grievance Report Form

(Submit to Supervisor/Principal in Duplicate)

DISTRIBUTION OF FORM

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

Grievance # \_\_\_\_\_

School District \_\_\_\_\_

<u>BUILDING</u>	<u>ASSIGNMENT</u>	<u>NAME OF GRIEVANT</u>	<u>DATE FILED</u>
-----------------	-------------------	-------------------------	-------------------

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 Arbitrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator Date

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