

Master Agreement

between the

Perry Board of

Education

and the

Perry Education

Association, MEA-NEA

2011-2012

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WITNESSETH

WHEREAS, the Board of Education ("Board") of the Perry Public Schools ("District") is required by law to negotiate with the Perry Education Association ("Association") on wages, hours, and the terms and conditions of employment of teachers; and the parties, through collective bargaining in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE 1: RECOGNITION

A. The Board recognizes the Perry Education Association as the exclusive bargaining representative, as defined in Section 11 of the Public Employment Relations Act, MCL 423.211, for all certificated teaching personnel, media specialists, and counselors under contract with the Board, but excluding supervisory and executive personnel, office, clerical, maintenance, operating employees, and any others who do not have a community of interest with classroom teachers. For purposes of this contract, the term "Teacher(s)" shall include all employees represented by the Association.

B. The term "Board" shall include its officers and administrative agents. The Superintendent of the Perry Public Schools shall act as the Board's primary agent and shall supervise the interpretation and enforcement of this contract for the Board and its administrative agents.

ARTICLE 2: ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Public Employment Relations Act, MCL 423.201 et seq., the Board agrees that every Teacher shall have the right, freely to organize, join, and support the Association for the purpose of engaging in collective bargaining.

B. The Association shall have the right to the reasonable use of District building facilities, provided that this use does not interfere with or interrupt normal school activities. With prior approval from the Superintendent, Association leadership may schedule Association meetings during teacher work days, including professional development days. If room scheduling is needed for Association building use, that scheduling shall be made through the appropriate building administrator. The Association, by its representatives, may, for Association purposes, enjoy the use of District computers, duplicating equipment and audio visual equipment, provided all such use shall be only when such equipment is not in use for educational or instructional purposes. Any costs associated with using equipment shall be borne by the Association, other than de minimus costs (such paper for 20 copies, etc.).

C. A Teacher has the right to review his/her personnel records information. The teacher also has the right to have an Association representative accompany him/her in such review. Other examination of a Teacher's personnel file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member's Association representative may review such files when necessary for contract administration purposes or to provide the Teacher representation in other administrative or legal proceedings. A Teacher's personnel file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

D. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a Teacher's personnel file until the Teacher has had an opportunity to review the material.

1. Complaints against a Teacher shall be accepted only if in writing and signed by the complainant. If administrative action is taken as a result of the complaint, the action and or remedy shall be clearly stated and attached to the complaint.

2. A Teacher may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the personnel file copy of the material in question.

3. If the Teacher believes that the material to be placed in the file is inappropriate or in error, the Teacher shall provide the Superintendent with written notice of the purported inappropriate or erroneous information, along with an explanation as to why the material in question should be corrected or expunged. The Superintendent or his/her designee may correct or expunge the material as appropriate and in conformity with applicable legal standards.

E. Upon Board request, Association representative(s) engaged in collective bargaining on the Association's behalf or participating in grievance meeting during the school day shall be released from regular duties without loss of pay or leave time.

ARTICLE 3: ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. Teachers shall be at their work stations for the days and times contracted. Teachers are obligated to attend two administrative building meetings per month which may extend up to one hour beyond the normal contracted work day. Teachers, full and part-time, shall attend professional development days. Willful disregard of these obligations may subject the Teacher to immediate disciplinary action.
- B. All Association material(s) intended for distribution or display on any property or facility under the Board management shall be identified as Association material(s) before distribution or display.
- C. Teachers shall maintain a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, shall discharge their assignments with professional proficiency, plan adequately, and make conscientious efforts to meet, as necessary, with children, parents, and administrators.
- D. Teachers shall remain on duty without extra pay as long as necessary in an emergency situation, including but not limited to a severe weather warning, a civil or student disturbance, or a situation which may threaten student health or safety.
- E. A Teacher who will be absent from work is required to report his/her absence in advance on the substitute reporting system utilized by the District. The District shall provide the method of procuring a substitute in writing to the Teacher at the start of each school year. An absence not reported within two (2) hours after the start of the Teacher's work day may be considered a violation of this policy, depending on the reason for untimely notification. When a Teacher has officially notified the District of his/her absence, classroom supervision becomes the District's responsibility.

ARTICLE 4: RIGHTS AND RESPONSIBILITIES OF THE BOARD

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code or any other applicable laws or regulation.

B. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all District operations and activities to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, equipment, and operations.
2. Continue its rights, policies, and practices of assignment and direction of personnel and scheduling.
3. Determine the services, supplies, and equipment necessary to continue its operations.
4. Determine the number and location of its facilities, including the establishment or location of new schools, buildings, departments, or the closing of buildings or other facilities.
5. Determine the size of the management, organization, its functions, authority, and the amount of supervision.
6. Determine the financial policies including all accounting procedures.

C. The Board agrees to support the teaching staff in regards to the latest accepted methods of instruction for maintaining a continuous high level of professional service to the welfare and benefit of the student body.

D. The Board agrees that for each building principal, there will be a Principal Advisory Committee comprised of the principal, the Association representative(s) for the building, and—at the request of either party—one other teacher mutually selected by the principal and the Association representative(s).

1. The purpose of this committee shall be to define problems which may arise within the building and to plan a possible course of action to take regarding those problems.
2. The Principal Advisory Committee will also serve as a regular communication link between the Association and the building principals. The committee will meet monthly, unless the Association and the principal mutually agree to cancel the meeting.

ARTICLE 5: PAYROLL DEDUCTIONS FOR ASSOCIATION MEMBERSHIP DUES AND REPRESENTATION SERVICE FEE

A. All Teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall have deducted from their pay monthly, either:

1. Membership dues of the Association, or
2. Representation service fees in an amount directly attributable to the costs of collective bargaining representation, contract administration, and grievance adjustment but not more than the amount of dues uniformly required of Association members. The representation service fee amount shall be determined pursuant to the Association's Policy Regarding Objection to Political-Ideological Expenditures and the Administrative Procedures adapted pursuant to that policy.

B. If Teacher does not pay the representation service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCL 408.477 and at the request of the Association, deduct the representation service fee from the teacher's wages and remit the same to the Association.

C. The Association shall certify to the Board at the beginning of each school year, the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board at the beginning of each school year, the amount of the monthly representation service fee to be deducted. For representation service fee payers who elect not to comply with this Article, deductions will be made in accordance with Section A.2. of this Article starting with the first pay period following the date on which the Board receives the Association's request that such deductions be made for the Teacher's non-compliance with this Article.

D. The Association agrees to indemnify and hold harmless the Board, including each individual member, against any and all claims, demands, costs, suits, damages, awards, judgments, or other forms of liability including but not limited to back pay damages and all court or

administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and, at no time shall the Board be obligated to pay out monies for any reason associated with the provisions of this Article.

E. The rate and frequency of deductions for Association dues and for the Association representation service fee shall be as determined by the Michigan Education Association rate sheet and Perry Education Association policy. The first deduction of each school year shall be made from the Teacher's second pay.

F. Dues deduction shall be transmitted by the Board to the Perry Education Association, Michigan Education Association and the National Education Association within three business days after the deductions are made.

G. Upon the Teacher's written authorization, payroll deductions will be made for the following reasons:

1. Compliance with Article 5 of this Agreement
2. Approved 403(b) and 457 plan accounts
3. Health insurance
4. U.S. Savings Bonds
5. United Way funds
6. Section 125 plan
7. Qualified college savings plans

H. The starting dates, frequency, and amount of such deductions shall be as mutually agreed between the Board's accounting office and the Teacher except as provided in this Agreement. Written authorization for deduction or cancellation of a deduction shall be filed with the Board's accounting office at least two weeks before the anticipated action.

ARTICLE 6: LEAVE DAYS AND OTHER ABSENCES

A. LEAVE DAYS

1. All Teachers shall be credited with fifteen (15) full days of leave at the start of the school year. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated on the same terms and conditions as are applied to other temporary disabilities. Unused days can accumulate to one hundred thirty-five (135) days. Leave days will be charged to the Teacher's accumulated leave as long as those days are available. At the start of the school year, each Teacher shall be provided with a statement of accumulated leave.

2. A Teacher whose personal illness extends beyond the period of compensable leave and who has exhausted sick bank privileges shall be granted a leave of absence without pay for a period not to exceed one (1) year, renewable at the Board's discretion. Upon return from such a leave, a Teacher shall be assigned to the same or a substantially equal position.

3. A Teacher who has accumulated leave of one hundred thirty-five (135) days may donate additional leave days to the sick leave bank. A Teacher terminating employment with the District may donate his/her accumulated leave days to the sick leave bank. This donation shall be communicated in writing to the District's business manager no later than ten (10) calendar days after the Teacher's last day of employment with the District.

4. A Teacher whose absences do not exceed the levels specified below during one school year shall receive a separate payment to a designated 403(b) plan no later than June 30th of each school year and according to the following schedule:

a)	<u>Leave Days Used</u>	<u>Payout</u>
	(1)	\$500.00
	(2)	\$250.00

b) The following types of absences are excluded from the above payout formula:

- (1) Administratively-initiated professional development
- (2) Professional conference days

(3) Association leave days

5. Leave shall not be charged against a Teacher for any day on which school has been cancelled or is not in session.

B. JURY DUTY

1. Any Teacher who is called for jury duty or is subpoenaed to testify during school hours shall receive his/her daily earnings less per diem jury duty pay. A Teacher may sign over the check he or she receives for jury duty directly to the District in order to prevent any reduction in pay. Such absences shall not be charged to the Teacher as leave.

C. CONFERENCE DAYS

1. A Teacher shall be allowed leave with pay during the school year for approved conference days. Conferences shall be related to the Teacher's curricular or extra-curricular assignments for that year or the ensuing year.

2. Every conference must meet building and/or District school improvement goals. Each Teacher attending an approved conference may be required by an administrator to share with colleagues and administration the information that was obtained at the conference.

3. All costs of an approved conference, including substitutes, shall be deducted from the building's conference budget.

4. The building principal reserves the right to limit the number of Teachers attending any one conference. Requests will be processed on a first-come, first-serve basis.

5. A conference attendance form shall be completed by the Teacher requesting conference leave. After approval by the building principal, the conference attendance form will be submitted to the Superintendent for final approval. A copy of the conference attendance form shall be returned to the Teacher and a copy forwarded to the Business Manager. Consistent with Board policy, the Teacher's completed reimbursement form shall be sent to the building principal, as well as to the Business Manager for

reimbursement.

6. A Teacher shall not be required to attend a conference without his/her consent.

D. LEAVE OF ABSENCE

1. Not later than June 1, a tenured Teacher may make a written request for a leave of absence, without pay, for the upcoming school year. No leave shall be granted for more than one (1) school year.

2. The Teacher's intention to return to work in the District shall be re-affirmed, in writing, no later than May 1, during the year of the leave. After this leave, the Teacher shall be assigned to the original or a substantially equal position for which he or she is certificated and highly qualified. No seniority shall accrue during this leave.

3. A Teacher who is an officer of the M.E.A. or N.E.A. shall be granted an unpaid leave of absence for up to four (4) years. Upon return, the Teacher shall be returned to the original or a substantially equal position for which he or she is certificated and highly qualified. The Teacher's intention to return to work in the District shall be re-affirmed, in writing, no later than May 1, during the ending year of the leave. No seniority shall accrue during this leave.

E. SHORT-TERM LEAVE

1. Upon prior written approval by the Superintendent, a Teacher may be absent without pay.

F. SABBATICAL LEAVE

1. A Teacher who has been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for teacher improvement, for up to one (1) year without compensation. It is agreed that teaching improvement includes, but is not limited to, attending a college, university, or other educational institution or for travel which will improve the Teacher's ability to teach.

2. The request for sabbatical leave must be in writing and submitted to the Board at least sixty (60) days before the start of the school year.
3. Sabbatical leave shall be granted at the Board's discretion.
4. A Teacher granted sabbatical leave shall be considered part of the teaching staff for the purpose of Article 7, Section A and Article 5, Section A. No seniority shall accrue during the sabbatical.
5. Any Teacher granted a sabbatical leave shall return to the District for not less than one year.
6. A Teacher on sabbatical shall notify the Board in writing by May 30 of his/her intent to return for the upcoming school year. Failure to do so will be considered a resignation from all employment with the District.

G. FAMILY LEAVE, PARENTAL LEAVE, ADOPTIVE LEAVE

1. The Board agrees to provide for its employees all of the benefits required in the Family Medical Leave Act of 1993, Public Law 103-3, 107 Stat. 6 (29 U.S. C., 2601 et seq.) A Teacher shall provide proper notice and medical certification required by the Board.
2. A Teacher may use any or all accumulated leave days in conjunction with the Family Medical Leave Act. Upon returning from FMLA leave, a Teacher with no remaining leave days shall be granted five (5) leave days from the Association Sick Bank. The Teacher shall submit a written request to the Sick Bank Committee Chair as outlined in Article 6.I.3 to receive the days.

H. ASSOCIATION LEAVE

1. Officers of the Association shall be granted a combined total of twenty (20) days leave of absence per year to attend to Association business. These days shall not be deducted from a Teacher's leave days. The Association agrees to reimburse the District for sub-teacher costs for each day used.

I. SICK BANK LEAVE

1. PURPOSE AND MEMBERSHIP:

- a) The Perry Sick Bank is created primarily to offer a Teacher financial assistance in case of long-term illness or injury.
- b) Each Teacher may be a member of the sick bank.
- c) A first or second year Teacher shall be considered a member of the sick bank without contributing leave days.
- d) At the beginning of a Teacher's third year with the Association, he/she may join the sick bank; the decision to join the sick bank must be submitted in writing to the Sick Bank Committee Chairperson by the final workday in September. A Teacher's failure to communicate in writing his/her desire to join the sick bank shall exclude him/her from sick bank participation.
- e) Upon electing to join the sick bank, an initial, one-time assessment of three (3) days will be deducted from the Teacher's accumulated leave at the completion of their 3rd year with the District.
- f) A Teacher's contribution of leave days to the sick bank shall not be returned.
- g) The Perry Sick Bank shall be managed by a committee established by the Association.

2. QUALIFICATIONS FOR USE:

- a) To use the sick bank, a Teacher must:
 - (1) Be absent from work with the same illness or injury for at least ten (10) continuous workdays.
 - (2) First expend all but fifteen (15) of his or her leave days. If, however, a Teacher has fewer than ten (10) leave days, he or she must use all of his or her leave days and be absent without pay until the ten

(10) day requirement is met.

b) A Teacher returning from FMLA leave may use the sick bank as outlined in Article 6.G.2.

3. APPLICATION AND APPROVAL

a) Requests for withdrawal from the Sick Bank shall be made in writing to PEA Sick Bank Committee and addressed to the chairperson of that committee.

b) All appropriate affidavits and statements, including but not limited to statements from the attending physician, shall accompany the request.

c) The Sick Bank Committee shall be responsible for authenticating the claim of illness or injury as well as the eligibility of the applicant.

d) Within five (5) working days of the receipt of the application, the Sick Bank Committee shall meet to consider the request.

e) Within three (3) business days of meeting, the Sick Bank Committee Chairperson shall forward in writing the decision of the committee to the applicant. Copies shall also be forwarded to the Superintendent and the Association President.

f) The Sick Bank Committee may investigate withdrawals for purposes of determining proper use.

g) The Board agrees to provide five (5) leave days to a Teacher returning from long term disability.

4. LIMITATIONS

a) The Sick Bank shall not be available for leave not covered in the Master Agreement.

b) The maximum number of sick bank days available in any one school year to a Teacher shall be eighty (80). A tenured Teacher may extend sick bank use into the following school year, but not to exceed the maximum

eighty (80) sick bank days in total. No more than eighty (80) sick bank days may be used for the same illness or injury over a two-year period.

c) The qualifying period, shall be waived when a Teacher who has used sick bank leave works for sixty (60) or fewer calendar days and suffers a relapse.

5. APPEAL

a) An applicant may appeal the decision of the Sick Bank Committee to the PEA Executive Board.

b) An appeal must be filed in writing by the applicant to the Association President within five (5) business days after receiving the Sick Bank Committee's decision. This time limit may be waived by the PEA Executive Board if the applicant is determined by the Executive Board to be incapacitated at the time.

c) The decision of the PEA Executive Board shall be final.

6. REPLENISHMENT

a) When the number of sick bank days is fewer than seventy-five (75), sick bank members shall contribute one (1) additional leave day.

b) Neither first and second year Teachers nor Teachers with fewer than five (5) leave days shall be assessed this additional day.

ARTICLE 7: POSITION OPENINGS

Public Acts 100-103 of 2011 may make certain portions of this Article null and void. In the event it is judged that any portion(s) of this Article is in conflict with Public Acts 100-103 of 2011, the conflicting portion(s) will be subject to the law.

- A. Vacancy shall be defined as a newly created position or a position within the school district presently unfilled and for which there is not an association member with a contractual right to return.
- B. As vacancies in the teaching and/or administrative staff of Perry Public Schools occur, notices of the openings will be posted in the teacher lounges and other suitable places and a copy will be given to the association president.
 - 1. Positions as described in Section A shall be posted at least ten (10) working days prior to being filled on a permanent basis. Teachers may apply for such positions by submitting a written letter to the superintendent or his/her designee.
 - 2. Said position will be filled on the basis of experience, certification, seniority and qualifications.
 - 3. When experience and qualifications are substantially equal, preference will be given to employees currently employed by the Board and in line with their seniority.
- C. If a currently employed staff member applies for a vacancy but is not selected he/she may within seven (7) days request in writing the reasons he/she was not selected. The request will be answered in writing within ten (10) school days after the receipt of the request by the administration.
- D. If any teaching or administrative position becomes available during the time that school is not in session, the following policy shall be followed:
 - 1. Teachers with specific interests in possible vacancies will notify the superintendent or his/her designee of their interest, in writing, during the last regular week of school and shall include a summer address.

2. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position, shall be contacted by the superintendent or his/her designee and notified of the vacancy.

3. Teachers on voluntary part-time assignment who wish to return to full-time assignment shall be assigned to an available vacant full-time position for which they are certified and qualified based on seniority.

E. Changes in assignments shall be designated as transfers. Should transfers be necessitated, the problem will be presented by the principal to the affected teaching staff in an effort to find a volunteer. If a mutually agreed upon transfer is not possible, the least senior teacher shall be transferred.

ARTICLE 8: SALARY AND EXTRA DUTY SCHEDULES

For the 2011-2012 school years, Teachers shall be paid according to the following table based on step-credit and amount of education.

SALARY SCHEDULE A

<u>Exp.</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+10</u>
0	35,729	36,801	37,872	38,944
1	37,159	38,230	39,302	40,374
2	38,944	40,374	41,803	42,875
3	40,732	42,517	44,305	45,376
4	42,517	44,662	47,163	48,235
5	44,662	46,805	50,021	51,094
6	46,805	48,949	52,879	53,951
7	48,949	51,450	55,739	56,810
8	51,450	53,951	58,596	59,667
9	53,951	56,452	61,454	62,527
10	58,117	60,692	66,208	67,313
11-14	59,571	62,209	67,865	68,996
15-19	60,005	62,665	68,360	69,500
20+	60,442	63,120	68,858	70,006

PROVISIONS:

- A. Education level shall be determined by transcript or letter of completion from a college, submitted to the business office before the first teacher work day of the school year.
- B. A Teacher with teaching experience in another school system may receive up to a maximum of ten (10) years step-credit. Partial years step-credit shall not be granted.
- C. Payment for extra duties will be provided in a regular paycheck(s) unless otherwise requested in writing.
- D. Media Specialists' and Counselors' pay beyond normally scheduled days will be computed at an hourly rate of \$24.00

E. A Teacher wishing to move to the BA+ or MA+ schedule must meet the criteria as set forth by the District. Classes taken by a Teacher for this purpose must relate to a teaching assignment.

F. A Teacher hired during the first ninety (90) student school year earn a full year's step-credit. A Teacher hired after student day ninety (90) shall not move on the salary schedule the following year.

G. Upon voluntary resignation of employment, a Teacher with a minimum of fifteen (15) years experience earned in the District shall receive \$20.00 for each accumulated sick day.

1. A Teacher indicating in writing to the Superintendent by May 1st his/her desire to terminate employment by the end of that school year shall receive \$35.00 for each accumulated sick day.

2. A Teacher with fewer than fifteen (15) years of experience earned in the District may donate his or her accumulated sick days to the Sick Bank pursuant to Article 6.

H. A Teacher required in the course of his/her work to drive his/her personal vehicle shall receive mileage reimbursement at the current Internal Revenue Service rate for work-related use. Documentation shall be submitted by a Teacher to the business office monthly.

SALARY SCHEDULE B

Varsity Football	12%		Varsity Volleyball	9%
Ass't Varsity Football	6%		J.V. Volleyball	7%
J.V. Football	6%		9th Grade Volleyball	5%
Ass't J.V. Football	6%		8th Grade Volleyball	5%
Freshman Football	6%		7th Grade Volleyball	5%
Ass't Freshman Football	6%		High School Track:	
Golf	9%		• Girls	9%
Cross Country	9%		• Boys	9%
Wrestling	11%		H.S. Boys Assistant Track	6%
Ass't Wrestling	7%		H.S. Girls Assistant Track	6%
M.S. Wrestling	5%		Middle School Track:	
			• Girls	9%
			• Boys	9%
Varsity Basketball:			Ass't. MS Track	6%
• Girls	12%		(if over 50 participants)	
• Boys	12%			
J.V. Basketball:			Varsity Baseball	9%
• Girls	8%			
• Boys	8%			
9th Grade Basketball:			J.V. Baseball	7%
• Girls	6%			
• Boys	6%			
8th Grade Basketball:			Varsity Softball	9%
• Girls	5%			
• Boys	5%			
7th Grade Basketball:			J.V. Softball	7%
• Girls	5%			
• Boys	5%			
Middle School Pom Pons	4%		Varsity Soccer:	
			• Girls	9%
			• Boys	9%
Varsity Dance Team	4%		JV Soccer	7%
			Varsity Cheer Team	13%
			(2 seasons)	
Athletic Trainer	9.5% per trimester		JV Cheer Team (2 seasons)	10%

PROVISIONS:

- A. Compensation is determined by applying the percentage to BA salary on Schedule A. Experience in a particular activity will be granted up to step-credit level 5.
- B. Schedule B compensation shall be divided equally and provided in a Teacher's regular paycheck throughout the season. The last pay may be held until all equipment is returned. However, if requested in writing before the start of an activity, a Teacher shall be compensated in a single payment at the completion of the activity.
- C. A vacant Schedule B position shall be posted in accordance with Article 7, Section D.

SALARY SCHEDULE C

Senior Class Advisor	3%
Junior Class Advisor	3%
Sophomore Class Advisor	1%
Freshman Class Advisor	1%
High School Yearbook Advisor	7%
Middle School Yearbook Advisor	4%
High School Drama Director	6%
High School Student Council Advisor	4%
Middle School Student Council Advisor	4%
AgriScience Instructor (22 hour work week, assumes 8 weeks)	16%
B.P.A. Advisor	4%
DECA Advisor	4%
Future Problem Solving	3%
High School Quiz Bowl	3%
High School Science Olympiad Advisor	3%
Middle School Science Olympiad Advisor	3%
Curriculum Council	1.5%
Inservice Committee	1.5%
Department Heads/Grade Level Chairs	2%
M.S. Lunch Room Duty	1.5%
Band Director	12%
Assistant Band Director	6%
Flag Corps Director	3%
NHS Advisor	3%
SADD Advisor	3%
Spanish Club	3%
Hourly Rate	\$24.00 per hour

PROVISIONS:

- A. When two or more Teachers request a Schedule C position, the most qualified Teacher as determined by Administration shall be granted the assignment.

- B. Compensation for all positions other than AgriScience Instructor and Band Instructors is determined by applying the percentage to BA

salary on Schedule A. Experience in a particular activity will be granted up to step-credit level 5.

C. A Teacher shall be compensated in a single payment at the completion of the activity, once he/she submits the appropriate forms with his/her supervisor.

D. A Teacher who substitutes during his/her preparation period shall be compensated at the hourly rate.

E. Curriculum and school improvement responsibilities above and beyond professional expectations—both being mutually agreed upon in advance by the Association and Superintendent—shall be compensated at the hourly rate listed above.

F. The AgriScience Teacher shall be compensated 16% of his/her position on Schedule A.

G. The Band Director shall be compensated 12% of his/her position on Schedule A. The Assistant Band Director shall be compensated 6% of his/her position on Schedule A. An additional forty (40) hours for band camp shall be paid at the hourly rate for both the Band Director and the Assistant Band Director.

H. A Teacher's participating in kindergarten orientation sessions outside the normal school days shall be compensated at the hourly rate.

I. A tenured Teacher may be approved by the Superintendent to teach an additional section of a course that he/she is currently teaching (i.e., no additional preps). The Teacher shall be compensated a percentage of his or her current salary equaling one class period. A Teacher may elect the additional compensation be paid either as salary or deposited into his or her 403(b) account.

J. A department head/grade level chair assignment shall be made by consent of the Teacher, if possible. If no Teacher volunteers, the principal shall make the assignment, in which case department head/grade level chair shall rotate yearly with each Teacher in that department/grade serving a one year term.

K. Two Teachers approved by Administration to share a Schedule C position shall divide compensation equally.

ARTICLE 9: GRIEVANCE PROCEDURE

A. The primary purpose of the grievance procedure is to equitably solve problems at the lowest level possible.

B. Proceedings shall be kept as confidential as appropriate, although nothing contained herein shall limit any Teacher or the Association to either discuss a grievance informally with an appropriate administrator or to proceed independently as described in Level I.

C. DEFINITIONS:

1. A "grievance" is an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

a) The termination of services of or failure to re-employ any probationary teacher.

b) The termination of services of or failure to re-employ any teacher to a position covered by extra-curricular salary schedule, except as provided below for salary schedule B.

c) Areas in which the Tenure Act prescribes a procedure or authorizes a remedy.

2. The "aggrieved" is the Teacher, Teachers, or Association making the claim.

D. The grievance procedure shall apply to those persons performing Schedule B duties. No coach performing duties as listed in Schedule B of Article 8 of this agreement shall be discharged or demoted unless it shall be shown that he/she has been negligent in his/her duties as described in the Coaches' Handbook. This Coaches' Handbook shall be composed by the Athletic Director and individual(s) chosen by the Association. This section shall not apply to those coaches who are in their first four years of Schedule B duties in the District.

E. STRUCTURE:

1. One or more Association Building Representatives for each school building shall be selected by the Association.

2. The Association shall establish a Professional Rights and Responsibilities (PR&R) Committee which shall serve as the Association's Grievance Committee. When an Association Building Representative or a PR&R Committee member is the aggrieved or a party of interest, he/she shall disqualify him/herself from that grievance's proceedings; a substitute shall be named by the Association.

3. The Principal shall be the administrative representative when a grievance arises in that building.

4. The Superintendent shall be the administrative representative when a grievance arises in more than one building.

F. PROCEDURE:

1. The number of days indicated at each step of the grievance procedure shall be work days.

a) Time limits may be extended by mutual consent.

b) If a grievance is filed on or after May 15, and is not resolved prior to Teachers' last work day of the school year, the timeline shall be suspended until the first Teacher work day of the following year.

2. Failure by the aggrieved to proceed from one step of the grievance procedure to the next within the time limits shall be deemed as acceptance of the decision previously rendered and shall eliminate any future appeal of that grievance.

3. Failure by Administration to render a decision in writing to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step of the grievance procedure.

G. GRIEVANCE LEVELS:

1. **LEVEL ONE:** A meeting shall be held to informally resolve the problem.

a) The Teacher, Teachers, and/or Association Representative(s) who believe they are aggrieved shall discuss the matter with the administration representative

within twenty (20) work days of the date the infraction occurred.

b) Within three (3) work days after the meeting, the administration representative shall give his/her disposition in writing to the Teacher, the Association building representative(s), and the Association President.

c) If the Teacher, Teachers, or Association Representatives are not satisfied with the administrative response from Level One, or if no written response has been delivered within three (3) work days of the meeting, the situation shall be presented to the PR&R Committee.

d) If the committee rules that a violation has occurred, a formal grievance shall be written by the PR&R Committee, and shall contain:

(1) the date of the incident(s)

(2) the specific Master Agreement language allegedly violated

(3) the remedy sought by the aggrieved.

e) When the grievance is written, the procedure shall then proceed to Level Two. If, however, the PR&R Committee deems no violation occurred, a Teacher may write a grievance and proceed through the grievance procedure on his/her own, without Association backing.

2. **LEVEL TWO:** Superintendent.

a) The formal written grievance shall be filed with the Superintendent.

b) Within ten (10) days of receipt, the Superintendent shall render a decision in writing to the Teacher, the Association building representatives, and the Association President.

3. **LEVEL THREE:** Board of Education.

a) If the PR&R Committee is not satisfied with the

disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days from date of receipt of grievance by the Superintendent, the committee may refer the grievance, to the Board of Education's personnel committee.

b) This committee shall be composed solely of members of the Board of Education.

c) The formal grievance along with copies of all relevant documents, communications, and records shall be forwarded to each member of the personnel committee.

d) Within ten (10) days of receipt of the written grievance by the personnel committee, the committee shall meet with the Association President(s) and designated members of the Association PR&R Committee for the purpose of arriving at a mutually satisfactory solution to the grievance.

e) A decision shall be rendered in writing by the personnel committee within ten (10) work days.

4. **LEVEL FOUR:** Appeal Board.

a) If the PR&R Committee is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the period provided, the grievance shall be submitted to an Appeal Board within five (5) days.

b) The Appeal Board shall consist of two (2) members selected by the Association and two (2) members selected by the Superintendent.

c) Upon receipt of the appeal, the Superintendent shall set a meeting within five (5) work days to attempt to solve the dispute.

d) In order to resolve the grievance, a settlement must be written at this meeting and signed by all members.

5. **LEVEL FIVE:** Arbitration.

- a) If the Appeal Board is unable to settle the grievance, the PR&R Committee may elect to submit it to arbitration before an impartial arbitrator.
- b) If the parties cannot agree as to the arbitrator within five (5) work days from the notification date that arbitration will be pursued, he/she shall be selected by the Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
- c) The fees and expenses of the arbitrator shall be shared equally by the parties. In the event there is no Association backing, fees and expenses shall be shared by the aggrieved and the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

(1) POWERS OF THE ARBITRATOR

- (a) It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
- (b) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (c) He/she shall have no power to establish or alter salary schedules.
- (d) His/her powers shall be limited to deciding whether the Board has violated the expressed terms or sections of this Agreement, it being understood that any matter not specifically set forth herein, remains with the reserved rights of the Board.
- (e) Both parties agree to be bound by the decision of the arbitrator and agree that either party may enter judgment thereon in any court of competent jurisdiction.

H. RIGHTS TO REPRESENTATION

1. The aggrieved may be represented at all meetings and hearings at any level of the grievance procedure by Association Representatives or another Teacher.
2. In no event may any Teacher be represented by an officer, agent, or other representative of any organization other than the Association.
3. The Association shall have the right to be present and to state its views at all stages of the grievance process.

I. MISCELLANEOUS

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the PR&R Committee, the grievance affects a group of teachers the PR&R Committee may process the grievance to the appropriate level.
2. The grievance discussed and the decision rendered at all levels shall be in writing and shall promptly be transmitted to the aggrieved, the Association building representatives, and to the Association President.
3. No reprisals of any kind shall be taken by or against the aggrieved or any party of interest in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the aggrieved or parties of interest.
5. Access shall be made available to all parties, for the information necessary to the determination and processing of the grievance. Information considered privileged shall not be available. The aggrieved shall determine what is privileged information.
6. No grievance shall be filed for or by any Teacher after his/her resignation.
7. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its responsibilities,

subject to a final decision of the grievance.

ARTICLE 10: PROTECTION OF A TEACHER

A. A Teacher is expected to comply with reasonable rules, regulations and directions adopted by the Board or its administrative agents and not inconsistent with the provisions of the Agreement.

B. The Association recognizes that abuses of leave days, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline reflect adversely upon the profession and create undesirable conditions. The Board, through its administrative agents, shall notify the Teacher of alleged delinquencies, indicating the expected correction and a reasonable period of time for correction.

C. The Teacher shall at all times be entitled to have a representative of the Association present when he/she is being questioned, reprimanded, warned, or disciplined concerning professional performance.

1. When a request for such representation is made, no action shall be taken with respect to the matter in question until an Association Representative is present. The time shall be arrived at by mutual agreement.

2. Said Teacher and said Association Representative shall not be expected to leave their normal teaching assignments for this meeting.

3. A written warning or written reprimand may be delivered to a Teacher without the presence of an Association Representative except that no written warning or written reprimand shall be delivered during a time when the bargaining unit member is engaged in professional responsibilities with students or parents.

4. Such written warning or written reprimand shall include:

- a. Notice of where the written warning or written reprimand shall be filed;

- b. Explanation of the right to meet with the appropriate administrator to discuss the written warning or written reprimand.

D. No Teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage for reasons that are arbitrary or capricious.

1. Any such discipline, reprimand, or reduction in rank, compensation, or advantage shall be subject to the professional grievance procedure as set forth in this Agreement.

2. Information forming the basis for disciplinary action shall be made available to the Teacher and the Association in writing, upon request. Such request(s) shall comply with the Freedom of Information Act.

E. Except as provided in section C of this Article, any formal warning, reprimand, or other disciplinary action taken against a Teacher shall occur in private.

F. Except in cases of serious misconduct, any written warning or written reprimand in a Teacher's personnel file which does not relate to a recurring incident within a three (3) year period from the date of such written warning or written reprimand shall be declared inadmissible as evidence of wrongdoing in matters arising between the employee and the employer thereafter. Said warning or reprimand shall not thereafter be used in future disciplinary action against the Teacher. Said warning or reprimand shall be removed after three (3) years following a Teacher's written request.

1. This shall apply, as well, to anecdotal entries.

2. A personnel file is defined as any written record (including email and electronic forms of note taking) or notes pertaining to teacher performance, certification, or disciplinary action that are contained in the Teacher's file housed in Central Office, the official location of District staff personnel files.

G. Except in cases of serious misconduct, a program of progressive discipline shall be followed. The following progression of disciplinary action shall be followed prior to the imposition of economic discipline on any member of the bargaining unit:

1. Verbal warning, noted in writing
2. Written warning
3. Written reprimand
4. Suspension with pay

The Board shall then adhere to the following progression:

1. A one (1) day suspension without pay
2. A three (3) day suspension without pay
3. Additional days of suspension as provided by law

H. The Board recognizes its responsibility to continue to give administrative backing and support to its staff, although each Teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.

1. Teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy.

I. If any Teacher is complained against or sued for reason related to his/her job responsibilities, the Board, after review of the case and its determination that the Teacher has acted within the scope of Board policy, shall provide support to the Teacher in his/her defense.

1. If the Board or its administrative agents feel that disciplinary action against a Teacher is warranted as a result of the review, then the progressive discipline, as provided in section G of this Article shall be followed.

ARTICLE 11: EVALUATION

A. All Teachers shall be evaluated using the District teacher evaluation model. Prior to the initiation of the evaluation process, a Teacher shall be provided with appropriate information about the teacher evaluation model. The Principal shall meet with the Teacher to review the evaluation process, procedures, instrument, and performance indicators.

B. The intention is that a Teacher's evaluations be conducted by a his/her building principal(s); however, extenuating circumstances may necessitate that another building principal or the superintendent assume this role.

C. Classroom observations used for evaluation shall be followed within ten (10) work days by written feedback that may include an evaluation conference. A Teacher may attach a written rebuttal to the written feedback within ten (10) work days after receiving it.

D. If, after an observation, a Principal finds a Teacher needs improvement, the reason(s), the identification of the specific ways the Teacher is to improve, and the assistance to be given by the Principal and other staff members shall be set forth in writing in specific terms. In subsequent observations, failure to again note a specific deficiency will be interpreted to mean that adequate improvement has taken place.

E. Each probationary Teacher shall be furnished a final written evaluation report that includes the recommendation as to whether he/she shall be granted the next year's probation, advanced to tenure status, or denied a contract for the ensuing school year.

1. This report shall be delivered not later than fifteen (15) calendar days prior to the end of the school year (i.e., June 30).

- a) If, however, the probationary Teacher has previously attained tenure in another Michigan school district or intermediate school district, the report shall be delivered no later than sixty (60) calendar days prior to the end of the school year.

2. If the report contains any information not previously made known to and discussed with the probationary Teacher, the Teacher shall have the opportunity to submit additional information

to the Superintendent.

3. In the event a Teacher is not retained, the Board shall advise the Teacher of the reason(s), in writing, and a copy shall be provided to the Association.

F. Should a Principal fail to evaluate a Teacher before April 30th, the Teacher and District shall consider the Teacher's performance satisfactory.

G. All monitoring or observation of a Teacher shall be conducted openly and with full knowledge of the Teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

H. The evaluation forms shall be developed and agreed upon jointly by the Association and the Administration.

I. The evaluation form is attached as Appendix A.

ARTICLE 12: SCHOOL CALENDAR

- A. The Perry Board of Education and the Perry Education Association will work together on matters pertaining to the school calendar (i.e. establishing new calendar, adjusting current calendar). Where possible, the county-wide calendar will be used as a model. The negotiated work year calendar applicable to members of the Perry Education Association bargaining unit shall be set forth in Appendix B, as attached to and incorporated into this Agreement.

- B. School shall not resume before January 3, following Christmas vacation.

- C. The Perry Education Association recognizes that any lost days/minutes of instruction for any reason, other than days allowed by the State Department of Education, will be without additional compensation.

- D. The Inservice Committee will make every effort to schedule District – wide professional development topics on full- day professional development days. When a District – wide professional development topic is scheduled on a half – day professional development day, the secondary staff will receive compensation for the additional hour required to accommodate the District – wide professional development schedule.

ARTICLE 13:

(This article is intentionally left blank.)

ARTICLE 14: PAY SCHEDULE

- A. Payroll checks shall be issued on a bi-weekly basis.
- B. Teachers may have the following options for taking pay:
 - 1. Take pay in twenty-one (21) pays.
 - 2. Take pay in twenty-six (26) pays.
 - a. He/She may take the balance due on the contract in a lump sum prior to June 30.
 - b. Summer pay-checks shall be sent on the Wednesdays prior to pay Fridays.

ARTICLE 15: INSURANCE PROTECTION

A. The Board shall provide MESSA CHOICES for a full twelve (12) month period ending with the completion of the 26th pay period for the Teacher and his/her entire family. Each Teacher shall contribute 15% of the cost of his/her insurance (pre-tax) per month, distributed equally.

B. Teachers not electing MESSA CHOICES shall choose Pak B:

MESSA CHOICES II	Pak B
Prescription Co-pay Saver Rx \$10/\$40	
Annual Deductible \$200/\$400	
Delta Dental 100/90/90/90	Delta Dental 100/90/90/90
Annual Max \$2000	Annual max \$2000
Ortho max 1500	Ortho max \$1500
VSP III Plus	VSP III Plus
Life \$45,000	Life \$50,000
LTD 66 2/3%/90/CDMF	LTD 66 2/3% /90/CDMF
\$5000 monthly max	\$5000 monthly max

C. Teachers choosing Pak B shall receive a cash payment according to the following tiers:

1. If 1-13 participants: \$200 per month
2. If 14-16 participants: \$300 per month
3. If 17-19 participants: \$400 per month
4. If 20-22 participants: \$500 per month
5. If 23+ participants: \$600 per month

D. Teachers on temporary assignment shall receive no fringe benefits until employed in the same position for sixty (60) days.

E. A Teacher shall be given all the appropriate insurance forms needed to insure that he/she receives each insurance program to which he/she is entitled.

1. These forms will be given to each Teacher during the first Teacher contract day.

2. The Board will provide the Association a list of Teachers outlining their board paid insurance program, upon request.

3. Failure to sign up for insurance benefits during the open enrollment period does not forfeit a member's right to all the insurance benefits to which he/she is entitled.

F. In the event that a Teacher absent because of illness or injury has exhausted leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the leave as defined in Section A. In the event that an employee is on unpaid leave, the above mentioned fringe benefits shall become the obligation of the Teacher.

ARTICLE 16: TEACHING LOAD, ASSIGNMENT, AND POSITION

A. The primary duty and responsibility of the Teacher is to teach; the organization of the school day shall be directed towards ensuring that the energy of a Teacher is primarily utilized to this end.

B. Work Year and Work Day:

1. The work year for all Teachers shall consist of the hours required by the State of Michigan.

a) Teachers shall have one (1) work day prior to the start of the school year, one (1) end of trimester work day, and one (1) year-ending work day.

(1) Work days shall be "flexible", meaning the Teacher may or may not report to work, and required duties must be completed.

(2) Probationary Teachers shall attend an additional two (2) orientation days immediately prior to tenured Teachers' first mandatory day.

b) Professional development hours shall be counted as instructional hours.

(1) Attendance at professional development is mandatory; absence from professional development shall require use of a leave day.

(2) A less than full-time Teacher shall attend professional development and parent-teacher conferences proportional to his or her part-time status; if required by Administration to attend additional professional development or parent-teacher conference time, he/she shall be compensated at the Schedule C hourly rate.

2. The elementary (grades K-5) teaching day shall be mutually agreed upon by the Association and the Board.

a) On occasions when an elementary Teacher is required to supervise students during lunch recess, the elementary Teacher shall receive a ten (10) minute afternoon break.

b) Elementary Teachers shall conduct nine (9) hours of parent-teacher conferences in the Fall and six (6) hours of parent-teacher conferences in the Spring. The calendar shall reflect one (1) hour of compensated time for every hour of parent-teacher conferences Teachers conduct outside of the normal school day.

c) An elementary Teacher shall be granted no more than two (2) days of release time to administer District-required assessments.

d) Daily preparation periods in the elementary schools shall total a minimum of 255 minutes per five-day week.

(1) Elementary preparation periods shall occur daily and consist of at least 15 consecutive minutes.

(2) A less than full-time elementary teacher shall have a preparation allotment proportional to his/her part-time status.

3. The secondary (grades 6-12) teaching day shall be mutually agreed upon by the Association and the Board.

a) Daily preparation periods in the secondary schools shall equal one full class period.

(1) A less than full-time secondary teacher shall have a preparation period proportional to his/her part-time status.

(2) Co-teachers shall have common preparation periods whenever possible in the master schedule.

b) At the end of each trimester, the secondary school calendar shall include two (2) half days for teachers to grade examinations and assessments, and to complete end of trimester work.

4. Time at workstations:

a) An elementary Teacher shall be at his/her workstations five (5) minutes prior to the first scheduled period of the day and remain at his/her workstation fifteen (15) minutes past the last scheduled period, unless otherwise arranged with Administration.

b) A secondary Teacher shall be at his/her workstation fifteen (15) minutes prior to the first scheduled period of the day and remain at his/her workstation fifteen (15) minutes past the last scheduled period, unless otherwise arranged with Administration.

c) Teachers might have legitimate reasons for arriving after or leaving before fifteen (15) minutes; if this becomes a problem, Administration will address the issue.

5. Teacher preparation periods shall be allocated for each Teacher to complete the professional obligations of his or her choosing. The Association and Board recognize, however, that extenuating circumstances may occasionally prevent this.

6. A Teacher assigned to more than one building shall be granted fifteen (15) minutes of travel time in addition to his/her daily preparation period.

7. A Teacher shall be entitled to a duty free, uninterrupted lunch period of twenty-five (25) minutes per day.

C. Pupil - Teacher Ratio

1. The pupil-teacher ratio is an important aspect of an effective educational program and is directly related to the volume of a Teacher's work.

2. Secondary school ratio:

a) The following limitations shall be in effect. With Association approval, these limits may be exceeded.

(1) High School: Maximum 120 students per day

(2) Middle School: Maximum 150 students per day

b) In order to reach the desired class size objectives, a tenured Teacher may, by mutual agreement of the Teacher, Principal, Superintendent, and Association President, teach an additional section of a course that he/she is currently scheduled to teach (i.e., no additional preps).

(1) In such cases the maximum student limitation per day is raised appropriately.

(2) The additional section shall occur during the normal school day and school year.

(3) Additional sections shall be granted according to seniority.

(4) An additional teaching section shall not be proposed if the section would result in layoff, transfer, or interfere with a Teacher's right to recall.

c) Class size by subject:

(1) Physical Education: 30 pupils per section

(2) General: 30 pupils per section

(3) Vocational Education: 28 pupils per section

(4) Lab-Science: 28 pupils per section

(5) Exceptions: Middle School and High School Music.

d) Administration and the Association shall, on the 20th school day of each trimester, conduct a classroom audit of the number of students enrolled in each secondary class. A secondary Teacher shall be compensated \$50 per student over the maximum class size, each trimester.

3. Elementary school ratio:

a) The following limits on class size represent desired objectives. Future planning and staff recruitment shall consider this objective.

- (1) Elementary: 26 pupils per room
- (2) Combination classrooms: 24 pupils per room
- (3) Exceptions: Fine Arts, Technology, Physical Education

b) Administration and the Association shall, on the 20th school day of each trimester, conduct a classroom audit of the number of students enrolled in each elementary class. An elementary Teacher shall be compensated \$166.66 per student over the maximum class size, each trimester.

c) Elementary student assignments shall be made to achieve numerical equality considering student numbers and special needs.

- (1) In the event of a tie, the classroom with the lowest actual number of students shall be assigned the student.

- (2) Students with Individual Educational Plans or 504 plans shall be distributed as evenly as possible when class size balancing.

D. Teacher Position:

1. Since students are entitled to be taught by a Teacher who is working within his or her area(s) of competence, a Teacher shall not be assigned outside his or her qualifications, as defined in Article 20-C-3. In a unique situation, a Teacher may be asked to teach outside his or her area(s) of competence, with his or her consent.

2. Committee assignments, Schedule B positions, and Schedule C positions filled by a Teacher shall be mutually agreed upon by the Teacher and the District. Positions other than schedules B and C shall not be subject to disciplinary action.

3. A Teacher may agree, with Association approval, to assume non-instructional duties in place of a teaching period. A description of the duties shall be provided in writing to the Teacher and Association President before the commitment is finalized.

4. Administration shall make every effort to limit teacher course preparations for secondary (grades 6-12) to three (3) per trimester.

5. A Teacher shall be informed in writing of his/her teaching assignment(s) at least fifteen (15) days prior to the start of the assignment(s)/schedule. Any Teacher whose schedule changes after the written notification shall receive one (1) additional leave day.

E. Teacher Supplies:

1. The Board recognizes that appropriate texts, media center facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests, technology, and similar materials are tools of the teaching profession.

a) The Board and the Association shall confer periodically to improve the selection and use of such educational tools, and the Board shall promptly implement all joint decisions.

2. Computers and copying facilities to aid a Teacher in the preparation of instructional materials shall be made available in each building. A Teacher's accessibility to these instructional aides shall be given primary consideration.

3. Each Teacher shall be provided:

a) A separate desk with a lockable drawer space;

b) Suitable closet space to store personal articles;

c) Adequate whiteboard surface in every classroom;

d) Copies exclusively for Teacher use of each text used in the course(s) he/she teaches;

e) Adequate storage space in each classroom for instructional materials;

f) Adequate attendance books, paper, pencils, pens, whiteboard supplies (dry erase markers, whiteboard cleaner

and erasers) and other such materials required for daily teaching responsibilities;

g) Telephone facilities available for a Teacher's reasonable use. Personal long distance calls shall be made at the Teacher's expense.

4. Prior to the close of the school year, each Teacher shall submit a proposed purchase plan for the ensuing year, including even those items that in the past have been ordered at a Teacher's request.

a) Emergency appropriations to replace or repair teaching materials shall be allowed.

F. Miscellaneous Provisions:

1. Agendas for staff meetings shall be provided to each Teacher twenty-four (24) hours prior to the scheduled meeting.

2. Media centers shall be staffed with qualified personnel and shall remain open for normal use each instructional day. However, even though media centers are open, no materials can be checked out during the last five (5) days of the school year.

3. No Teacher shall be required to perform any health service which, under the standards of acceptable and prevailing practice, requires the level of education, skill, and judgment of a licensed health care provider or practitioner of medicine.

G. SHARED TEACHING ASSIGNMENT

1. The Board and the Association support the concept of shared teaching assignments at the elementary and secondary levels, subject to economics and staffing considerations. Shared teaching assignments shall be subject to the following provisions:

a) Shared teaching shall be defined as two (2) teachers sharing one full-time assignment.

b) Teachers in a shared assignment shall remain subject to the terms of the Master Agreement.

- c) Agreement by two Teachers to share a full time assignment shall neither commit the Board nor the Teachers to more than one (1) school year in the arrangement. Shared assignments may be as short as one trimester in duration.
- d) Teachers will request in writing to the Superintendent their desire to share an assignment by either April 1 of the preceding school year or forty (40) business days preceding the second or third trimesters.
- e) Both Teachers in a shared assignment shall accrue seniority.
- f) The more senior Teacher shall hold the rights to the assignment; the other Teacher shall be considered on a partial leave of absence.
- g) Full step-credit shall be accrued by both Teachers sharing an assignments.
- h) Teachers in a shared assignment shall be paid a prorated amount of the annual salary to which each is entitled.
- i) Either Teacher may elect to terminate the shared time arrangement at the end of the agreed upon cycle. Upon termination of the shared arrangement, the more senior Teacher shall be returned to full time; the other Teacher shall follow the procedure for returning from a leave of absence.
- j) Fringe benefits shall be extended to teachers in a shared assignment pursuant to Article 15.
- k) Shared teaching assignments shall be set forth in writing and shall become final upon mutual agreement of the Teachers, Principal, Superintendent, and Association President. Finalization must be completed by May 15 for first trimester implementation or twenty (20) business days preceding second or third trimester implementation.

H. COUNSELOR DUTIES AND RESPONSIBILITIES:

1. The Association and Board acknowledge that counselors and building administrators work closely together to ensure the welfare of students, staff, building, and the District; therefore, a collaborative working relationship between administrators and counselors is crucial.
2. A counselor has the basic rights of a Teacher outlined in the Master Agreement, and whenever possible he/she must adhere to the responsibilities stipulated therein.
3. A counselor shall occupy neither an administrative nor staff-supervisory role.
4. A counselor shall perform duties assigned by Administration that are reasonable for the profession of school counselor. These duties may include but are not limited to the following:
 - a) Provide individual and group counseling to support students as needed to ensure student success in school.
 - b) Guide both students and parents/guardians—individually or in groups—in developing students’ plans for the future, including academic, postsecondary, personal, and career planning.
 - c) Assist Administration in development of the building’s master schedule, as requested.
 - d) Distribute and process student course requests, and generate class schedule assignments for students.
 - e) Assist in monitoring student academic performance, behavior, and attendance, and assist with appropriate interventions, including referrals to outside agencies.
 - f) Plan and facilitate both required state testing and any additional testing required by the District, as requested by Administration.
 - g) Accurately and appropriately interpret and utilize student data, as requested by Administration.

h) May be requested by administration to participate in appropriate meetings at the District, local, and county levels during the school day.

I. TEACHER-IN-CHARGE

1. A Teacher may volunteer to serve as the building administrator (“teacher-in-charge”) when a building Principal is absent.

a) Teachers interested in becoming teachers-in-charge shall inform the building Principal in writing

b) Both the building Principal and the Teacher shall mutually agree to each teacher-in-charge assignment.

2. Before assuming administrative duties, the teacher-in-charge shall:

a) Receive the requisite amount of training including but not limited to the public address system, emergency protocol, and any other essential administrative duties or functions.

b) Understand and agree to a list of required duties and responsibilities.

3. The teacher-in-charge shall:

a) Obtain a substitute teacher and provide lesson plans for his/her classroom;

b) Be available to staff, students, and parents during the school day.

c) Address student discipline using the Student Handbook—any infractions requiring suspension shall be reported to the Superintendent’s office.

d) If scheduled and notified in advance, attend a student staffing or required meeting after school.

e) Assume responsibility for monitoring lunch, hallways,

starting and closing times, etc.;

f) Contact the building Principal, another building principal, or the Superintendent's office in the event of:

(1) serious illness or accident

(2) serious safety concern (fire, intruder, etc.)

(3) any other serious administrative decision or action

4. Additional Teacher-in-Charge provisions:

a) Before each assignment, the building staff shall be notified by Administration who will be acting as teacher-in-charge.

b) A Teacher shall only perform administrative duties when he/she is formally assigned as the teacher-in-charge.

c) Except in cases of gross negligence or misconduct, a teacher assuming teacher-in-charge responsibilities shall not be subject to discipline.

d) A Teacher's performance as teacher-in-charge shall not be part of the Teacher's evaluation.

e) A Teacher shall not perform teacher-in-charge duties for more than two (2) consecutive days.

f) A Teacher shall not be additionally compensated for the teacher-in-charge assignment.

g) A Teacher shall not be required to use a leave day for assuming teacher-in-charge duties.

h) A teacher-in-charge shall not evaluate other Teachers or have any input regarding another Teacher's performance.

i) Except on days when working or scheduled to work as a teacher-in-charge, a Teacher, Building Principal, or Superintendent may terminate the teacher-in-charge agreement.

ARTICLE 17: PROFESSIONAL GROWTH

A. The continuing professional growth of faculty personnel is one of the most practical ways of improving the instructional program for pupils, increasing the competency of faculty personnel, and bringing new ideas into the classroom. Professional growth is highly important because education is a constantly changing science, and only through constant professional improvement can faculty personnel hope to keep up with its many changes and developments. Faculty personnel should participate in a variety of educational and cultural activities designed to promote continuous personal and professional growth.

B. In recognition of the rapidly expanding knowledge in the field of education, the parties hereby agree to establish an In-service Education Committee composed of four (4) persons appointed by a representative of the Board and four (4) persons appointed by the Association. The Committee shall organize itself and assume responsibility for the planning, conducting, and evaluation of the in-service education of all professional Teaching personnel.

ARTICLE 18: MENTORING

A. A mentoring teacher is a successfully motivated Perry Teacher. The mentoring teacher may provide professional support, instruction, and guidance to the mentee. The mentor teacher may also assist the mentee in understanding District curriculum, policies, and philosophies.

B. Each probationary Teacher in his/her first three (3) years of teaching in the District shall be assigned a mentor teacher by the Superintendent or building Principal.

C. A mentor teacher may be assigned in accordance with the following considerations:

1. The mentor teacher will be a member of the Association with at least four (4) years of teaching experience, two (2) of which were in the District if possible.

2. Mentoring shall be voluntary.

3. By May 15, the Superintendent or building Principal shall notify teachers to volunteer in writing to become mentors.

4. By June 1, the District shall notify the Association President of Teachers who have volunteered to mentor.

5. The District shall notify the Association when a mentor teacher is matched with a mentee.

6. The assignment of the mentor teacher shall be finalized by the Administration within ten (10) business days of the mentee's first workday.

7. If possible, the mentor and mentee will share the same building in the District and the same major area(s) of instruction.

8. A mentor teacher can have up to two (2) mentee teachers, if desired. Before a second mentee is assigned to a mentor teacher, qualified volunteers in other buildings will be considered.

9. The mentor teacher assignment will be for up to three (3) school years unless the mentor or the mentee requests a change through the building principal or the Superintendent's office. Such

changes will be approved by the Superintendent and shared with the Association President(s).

10. A mentor teacher shall be notified of any change in mentoring assignment prior to the probationary teacher's first workday of the new school year.

D. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance to ensure quality instruction, the Board and the Association agree the relationship shall be confidential and shall not in any fashion be included in the evaluation of either the mentor teacher or mentee.

1. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the formal evaluation of the other.

E. The District may make available reasonable release time so the mentor teacher may work with the mentee in his/her assignment during the regular workday.

F. Professional development opportunities will be provided for the mentee based upon need as determined by the mentor, mentee, and/or District. Over the three-year period, the inservice opportunities will be equal to fifteen (15) days.

ARTICLE 19: DEPARTMENT / GRADE-LEVEL CHAIRPERSON

A. A department or grade-level chairperson shall be a communication link between Teachers and Administration and perform the duties outlined below.

B. Each year the building Principal shall solicit written requests from Teachers desiring to serve as department or grade-level chairpersons. These requests shall be submitted to the Principal in writing.

1. If no Teacher volunteers for the position, the building Principal shall appoint a Teacher for the position for one year.
2. If no Teacher volunteers for the position the following year, the position shall be rotated.

C. A department or grade-level chairperson shall not be considered a supervisory employee.

D. A department or grade-level chairperson shall receive payment according to Article 8, Schedule C. Department meeting minutes must be submitted to the Principal's office by May 30 of each year in order to receive compensation.

E. The duties for a department and grade-level chairperson include but are not limited to the following:

1. Establish an annual schedule for department meetings
2. Call and hold monthly meetings of the department or grade-level
3. Establish agendas for department or grade-level meetings
4. Distribute all applicable educational materials to the department or grade-level.
5. Coordinate the department or grade-level budget with the building Principal
6. Collect and submit requests from department or grade-level

teachers

7. Meet with the building's other department or grade-level chairs monthly in Administration-led meetings.
8. Inventory and manage common department or grade-level materials
9. Other department or grade-level duties as assigned by the building Principal totaling no more than thirty-five (35) hours per year.

ARTICLE 20: LAYOFF AND RECALL

Public Acts 100-103 of 2011 may make certain portions of this Article null and void. In the event it is judged that any portion(s) of this Article is in conflict with Public Acts 100-103 of 2011, the conflicting portion(s) will be subject to the law.

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in the Article shall be used in laying off personnel.
- B. The parties recognize that it is the goal of these procedures to affect the layoff of the least senior teachers possible with the fewest possible involuntary transfers. All interpretations of the process set forth in this Article should be made with this goal preeminent.
- C. In order to promote an orderly reduction in personnel when the educational program, curriculum and/or staff is curtailed, the following procedure is to be used:
 1. Probationary teachers shall be laid off first in order of seniority. Probationary teachers may only be retained if there is not tenured teacher certified and qualified available (or who can be made available through involuntary transfer) to perform the duties of the position the probationary teacher is vacating.
 2. If, after all possible probationary teachers have been laid off, it is still necessary to further reduce the staff, the Board shall lay off the most junior tenured teacher (or teachers) possible, reassigning (transferring) teachers to the extent necessary to accomplish same, remaining consistent however, with the remaining terms of this Article, specifically but not exclusively, the provisions setting forth the qualifications of teachers.
 3. For purpose of the Article, "qualified" shall be defined in the following manner:
 - a) For placement in a Pre K-6 grade level elementary position, a teacher is qualified if he/she has elementary certification.
 - b) For placement in a 7 or 8 grade position, a teacher is

qualified if he/she has a valid Michigan Certificate for the subject in grade 9-12 or has a major or minor in the subject, or has taught one semester in that subject in the last five (5) years, or can, in the judgment of the Superintendent, make a reasonable showing of ability to successfully teach the subject in question. (The Superintendent's decision shall not be subject to the grievance procedure but in no event, shall such decision ultimately result in an increase in the number of part-time teachers hired by the district, unless otherwise mutually agreed to by the parties.)

c) For placement in a grade 9 to 12 position, a teacher is qualified if he/she has a valid Michigan certificate for the subject in Grades 9-12 or has a major or minor in the subject, or has taught one semester in that subject in the last five (5) years, or can, in the judgment of the superintendent, make a reasonable showing of ability to successfully teach the subject in question. (The Superintendent's decision shall not be subject to the grievance procedure but, in no event, shall such decision ultimately result in an increase in the number of part-time teachers hired by the district, unless otherwise mutually agreed to by the parties.)

D. Seniority within the bargaining unit is defined as the length of continuous service with the Board. Continuous service shall be measured from the teacher's most recent date of hire. The district shall maintain and publish an up-to-date seniority list. The association will be notified each time there is a change from the most recently published list.

1. In circumstances in which more than one (1) individual begins employment on the same date, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at time and place which will allow affected teachers and Association Representatives to be in attendance.

2. Seniority rights of teachers shall cease for any of the following reasons:

a) Voluntary Resignation

- b) Retirement
- c) Termination for Just Cause
- d) Failure to accept recall from layoff

3. Seniority shall accrue for teachers on various forms approved leave of absence as granted by this agreement. (See Art. 6-H., I, and J)

E. Teachers placed on layoff shall not result in a loss of status or credit for previous years of service, but seniority shall not accrue during said layoff.

F. Probationary teachers who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, teachers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are then presently certified and qualified to perform the work to which they are recalled. A probationary teacher not recalled within two (2) years after the date of his/her layoff shall lose his/her right to recall.

G. Tenured teachers who are laid off pursuant to this Article shall be placed on a recall list and shall be recalled in the inverse order of their layoff, provided they are then presently certified and qualified to perform the work to which they are recalled. Tenured teachers shall remain on the recall list for not more than four (4) years.

H. Failure of a tenured teacher to return to the employ of the Board upon recall for other than reason of being then under contract to another Michigan Board of Education shall result in loss of all further right to recall. Any tenured teacher who declines recall by reason of being then under contract to another Michigan Board of Education shall be notified of recall to the position (if it is kept active) for the succeeding school year. If the then recalled teacher declines to return, he/she shall be deleted from recall list and considered as voluntary termination.

I. All teachers subject to layoff at the conclusion of a school year shall not lose fringe benefits or salary over the summer months afforded them under the terms of this agreement.

J. In the event of a necessary reduction in staff, the Board shall grant leaves for teachers not affected by the layoff up to one (1) year irrespective of the employee's position on the seniority list. However, the

Board shall not be required to grant such leaves if the granting of same would not result in the prevention of a layoff.

1. Upon return from leave, the teacher shall be returned to his/her original position or a substantially equivalent one if bargaining unit seniority permits reemployment.
2. Teachers granted leaves under this section continue to accrue seniority in the bargaining unit.

K. A laid off teacher may continue his/her fringe benefits by paying monthly the normal per subscriber group rate premium for such benefit, subject to the underwriting rules and limitations of the carrier.

L. Notices of recall shall be sent by certified or registered mail with a return receipt requested to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address and telephone number. A recalled employee shall give notice of his/her intent to return to work within ten (10) working days of receipt of written offer of a position. Failure to notify the district shall be considered a voluntary quit and shall terminate the Board's obligation to the teacher.

ARTICLE 21: SITES

The following language has been tentatively agreed to by and between the Shiawassee County Education Association, and affiliated association, and the SITES Governing Council as of August 6, 1990.

SITES

A. Purpose and Participation

1. The Shiawassee Interactive Telecommunications Educational System (SITES) is an electronic educational network designed to provide an alternative means of instructional delivery for use by participating districts.
2. Participation during the regular K-12 instructional day is limited to those districts which have, along with the district's recognized teacher bargaining agent, ratified this document without modification at the local district level as an Appendix to the respective parties' master contracts.
3. The contract language that follows is to be an appendix to each teacher contract in Shiawassee County. In order for this appendix to be in effect in any school district, it must be approved by the local board of education for that school district, the Shiawassee County Education Association where appropriate and its certified bargaining agent for the school district. The parties agree this appendix shall supersede any conflicting terms of the local master contract of each constituent district. Areas not covered by the appendix shall be governed by the terms of the local master contract of each constituent district.
4. Failure of a district or its recognized teacher bargaining agent to ratify this document shall not preclude the use of the SITES system by the district for other purposes, outside the regular K-12 instructional day.

B. Staffing

1. Assignments to telecommunications classes shall be made by the originating site on a yearly basis and shall be voluntary when possible. Such positions shall be filled on the basis of certification in the subject area.
2. At remote sites, the constituent district agrees to provide appropriate classroom supervision by a school employee. Any remote site supervising personnel will be responsible for the behavioral supervision of remote site students. If teachers are assigned classroom supervision at a remote site,

such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her regularly assigned duties.

3. In all cases, teaching staff assigned to telecommunications classes shall be considered an employee of the originating site district in which he/she is employed, subject to the district's master contract and/or policies. Such teachers shall have no contractual rights in other originating site districts or remote site districts.

C. Definitions

1. Teleinstructional teaching assignment and telecommunications class are used interchangeably and refer to teaching K-12 students in an originating site district during the regular K-12 day via the SITES system where the assignment contains one or more sections of teleinstructional teaching responsibilities.
1. Teacher shall refer to an individual assigned to teleinstructional teaching assignment in an originating site district.
 3. Regular K-12 instructional day shall refer to the daytime K-12 teaching staff workday in a particular district as determined by the master agreement.
 4. Originating site district shall refer to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to remote site districts during the regular K-12 instructional day.
 5. Remote site district shall refer to a district in which SITES programs are received during the regular K-12 instructional day.
 6. SITES shall refer to the Shiawassee Interactive Telecommunications Educational System.
 7. District shall refer to any district, which along with its recognized teacher bargaining agent executes this Appendix.
 8. Recognized teacher bargaining agent and association are utilized interchangeably and refer to the bargaining agent recognized pursuant to the provisions of the Public Employment Relations Act as the exclusive bargaining agent for teacher staff employed by a district. Recognized teacher bargaining agent shall include, where appropriate, the Shiawassee County Education Association.
 9. SITES governing council shall refer to the representative council of

delegates from participating districts and a representative appointed by the SCEA who are responsible for the development of operational procedures of the SITES system, the annual determination of course offerings and the designation of or changes in originating and remote site districts.

D. Responsibilities Of Originating and Remote Site Districts
And Staff

1. The telecommunications class teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites consistent with the policies and procedures of the originating site district. Teachers assigned to telecommunications classes shall not be primarily responsible for maintaining classroom discipline at remote sites. Such teachers will cooperate with and provide necessary assistance to staff assigned to supervise remote site district classrooms.
2. Originating site districts will be responsible for establishing the necessary procedures to accommodate the transport of documents homework, class work, tests and other classroom materials.

E. Working Conditions, Class Size and Teacher Evaluation

1. The parties mutually agree that the purpose of SITES is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site and those at remote sites, shall not exceed twenty-four (24) students per teacher, per class hour.
2. Additional class periods before or after the regular K-12 instructional day may be established where possible with mutual agreement between the originating site teacher and district. The total length of the teacher's workday in such instances, however, will not exceed the total length of the regular K-12 instructional day at the originating site as defined by the master contract.
3. Each additional class period, other than those defined in E2 shall be compensated according to the local master contract of each constituent district or established practice. Absent such language or practice, each additional class period, other than those defined in E2 shall be compensated at 17% (.17) of the teacher's daily rate of pay, computed by dividing his/her annual rate of pay by one hundred eighty (180).

4. During the first semester or school year that a teacher is assigned to teach a new and/or different class via SITES, he/she will be provided with a daily additional preparation period. Subsequent identical SITES class assignments would include eight (8) release days for visitation/preparation purposes each semester. Such release time shall be granted in increments determined by mutual agreement between the teacher and administration.
5. It is understood that the preparation time set forth herein shall be in addition to the normal preparation time provided under the local collective bargaining agreement. It is further understood that such preparation periods shall be of the same length, per period, as provided under the local master contract.
6. The number of different class preparation of any teacher, acting as a presenter of a telecommunications class, shall be subject to the local master contract of each constituent district. Each different telecommunications class taught shall count as one (1) preparation.
3. Bargaining unit members who, from time to time, may be required to use their personal auto to travel between sites or to training or to other meetings regarding SITES shall be reimbursed for their mileage at the maximum rate allowed by the district's master contract or board policy.
8. The evaluation of teachers in teleinstructional teaching assignments shall be subject to the evaluation procedures contained in the originating site's master contract.

F. Training

1. Teachers who will be presenting telecommunications classes, as well as teachers and/or others who will be monitoring students at remote sites, will be provided with initial and ongoing training in using telecommunications as an alternative educational delivery system.

When training occurs outside normal/working hours, teachers who are present at initial and on-going training in the presentation of telecommunications classes or other related matters regarding SITES shall be compensated at the per diem Intermediate School District substitute rate.

2. Prior to implementation, each participating district will also make available orientation and/or inservice training for all employees regarding the purpose and implementation of SITES.

G. SITES Equipment and Use

1. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate they system.
2. The use of the system is controlled and regulated by the SITES governing council.
3. Association requests for use of the system will be directed to the SITES governing council. Fees may be assessed for the use of the system.
4. Districts shall not be restricted in the use of the SITES system outside of the regular K-12 instructional day or school year.

H. Effect On Teacher Employment

1. There will be no reduction in the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of SITES.

This provision shall not be construed to prohibit replacement or reduction through attrition nor will this provision have any bearing on layoffs or reductions not related to the operation of the SITES system.

I. Broadcast and Rebroadcast

1. Videotapes of a telecommunication class may be used for makeup work for all students currently enrolled in a section of that telecommunications class or for in-service(ing) of existing staff.
2. It is understood that videotapes of a telecommunications class are the property of the originating site district. A telecommunications class may be televised live, or via videotape, for purposes other than those referred to in I.1. by mutual consent of the teacher and the originating site district.

J. Duration, Review, Enforcement and Future Negotiations

1. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the originating site's master contract's grievance procedure.
2. This Appendix shall be effective in a district upon ratification by the

Board of Education and the recognized bargaining agent and shall remain in effect until June 30, 1992.

Negotiations of a successor Appendix shall commence on or before March 1, 1992.

3. The parties agree it may be necessary to meet during the above stated period to discuss issues not contemplated or addressed in this Appendix.

4. Any changes during the term of this Appendix and any changes resulting from the negotiations of a successor Appendix are delegated solely to the representative bargaining committee of the SITES governing council and the Shiawassee County Education Association's representative bargaining committee. Any modifications or successor Appendices are subject to the respective parties' ratification procedures.

On behalf of the Perry
Education Association

On behalf of the Perry School
District Board of Education

Date _____

Date _____

ARTICLE 22: MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual Teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made, subject to, and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rule, regulation or practice of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement, titled "Master Agreement between the Perry Board of Education and the Perry Education Association, MEA-NEA," shall within thirty (30) days after the Agreement is signed be presented to all Teachers currently employed or thereafter employed.

AGREEMENT

SECTION A: This Agreement shall be effective as of September 1, 2011, and shall continue in effect until the 31st day of August, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

Board President

Board-Appointed Lead Negotiator for District

PERRY EDUCATION ASSOCIATION

Association President

APPENDIX A: TEACHER EVALUATION FORM

(To be added at a later date.)

APPENDIX B: PERRY PUBLIC SCHOOLS CALENDAR, 2011-2012

August 25 Probationary
August 26 Probationary
August 29 Professional Development
August 30 Professional Development
August 31 Professional Development
September 1 Teacher Work Day (Flex Day)
September 6 First Day for Students
October 19-20 HS & MS Parent-Teacher **EVENING** Conferences
November 21-22 K-5 Parent-Teacher Conferences
HS & MS exams (Half days, Grades K-12)
November 22 End of Trimester 1
November 23-25 Thanksgiving Recess: No School
December 21-January 3 Winter Break: No School
January 4 School Resumes
January 16 Martin Luther King Day-No School for Students – Full PD day
January 19 HS & MS Parent-Teacher **EVENING** Conferences
February 20 No School - President's Day
March 1-2 HS & MS exams (Half days, Grades 6-12)
March 2 End of Trimester 2
March 5 No School – Teacher Work Day (Flex Day)
March 6-8 Michigan Merit Exam (MME) for Juniors
March 8 Half day K-5 – Parent/Teacher Conferences
April 2-6 No school: Spring Break
April 9 School Resumes
April 19 HS & MS Parent-Teacher **EVENING** Conferences
May 16 Last Day for seniors
May 19 Baccalaureate
May 20 Graduation
May 28 Memorial Day: No School
May 30 HS/MS Exams (Half day, Grades 6-12)
May 31 HS/MS Exams – Last Day for All Students (Half day, Grades K-12)
June 1 Teacher Work Day (Flex Day)

End of First Trimester – November 22, 2011

End of Second Trimester – March 2, 2012

End of Third Trimester – May 31, 2012

