

Master Agreement

between the

Perry Board of Education

and the

Perry Education

Association, MEA-NEA

2015-2018

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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 other 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 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 Agreement, the term "Teacher(s)" shall include all employees represented by the Association and the term "Non-teaching Professional Staff Member" shall include those members of the Association's bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act.

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 as 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 that 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

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

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

B. 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 (2) weeks before the anticipated action.

ARTICLE 6: LEAVE DAYS AND OTHER ABSENCES

A. LEAVE DAYS

1. All Teachers shall be credited with twelve (12) full days of leave at the start of the school year. Any use of three (3) or more consecutive leave days will require either prior approval from the Building Principal or written documentation from the Teacher's health care provider upon the Teacher's return. 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 re-assigned.

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)	\$250.00
	(2)	\$125.00

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/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.

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. 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.

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, 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 leave days.

H. ASSOCIATION LEAVE

1. Officers of the Association shall be granted a combined total of fifteen (15) 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 this 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

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 internally at least five (5) working days before being filled on a permanent basis.

2. Teachers may apply for such positions by submitting a written letter to the Superintendent or designee.

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 designee and notified of the vacancy.

E. Changes in assignments shall be designated as transfers. Should transfers be necessitated, the situation will be presented by the principal to the affected teaching staff in an effort to find a volunteer.

ARTICLE 8: SALARY AND EXTRA DUTY SCHEDULES

For the 2015-2016 school year, Teachers shall be paid according to the following table, less a 10% off-schedule reduction. Salary negotiations may be reopened each year at the request of either party. Steps and longevity will be frozen at the Teacher's 2012-2013 salary schedule position. For Teachers earning graduate credit, lane advancements will be honored.

On or before October 30, 2015 the Board shall in consultation with the Association, determine the projected total General Fund Balance for Perry Public Schools. This projection shall not contain "Categorical or Restricted" funds. Fifty percent of the agreed upon funds shall be made available for employee salaries, paid out in equal installments over the remainder of the school year. The intent of this provision is to share equitably in any revenue available. This agreement recognizes both the district's requirement to meet the terms of the State of Michigan Deficit Elimination Plan and its desire to restore the voluntary salary reduction of the 2013-2015 Master Agreement. The Association and a representative of the Board shall meet monthly, at a mutually agreed time, for the purpose of ongoing budget review.

The PEA will meet with the Board's representative monthly to monitor district spending.

SALARY SCHEDULE A

Exp.	BA	BA+18	MA	MA+10
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 an institution of higher education, 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 \$25.00
- 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 days will earn a full year's step-credit. A Teacher hired after student day ninety (90) shall not move on the salary schedule until the following year. This salary schedule movement, however, shall be consistent with Public Act 54 of 2011, which precludes salary advancement upon the expiration of the collective bargaining agreement.
- G. Upon voluntary resignation of employment, a Teacher with a minimum of fifteen (15) years experience earned in the District shall receive \$25.00 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 \$40.00 for each accumulated sick day.
 2. A Teacher with fewer than fifteen (15) years of experience earned in the District may donate his/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. The Teacher shall submit mileage documentation to the business office on a monthly basis.
- I. A teacher who completes the contractual year is entitled to benefits and salary over the summer months as provided in this Agreement.

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	8%
		• Boys	8%
Varsity Basketball		Ass't M.S. 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%		
Varsity Competitive Cheer Team	9%	Varsity Soccer	
		• Girls	9%
		• Boys	9%
Varsity Sideline Cheer Team	4%	J.V. Soccer	7%
Varsity Dance Team	6%	Middle School Pom Pons	4%
J.V. Cheer Team (2 seasons)	10%	Athletic Trainer	14.25% per semester

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%
Agri-Science 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%
In-service 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	\$25.00

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 Agri-Science 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 Agri-Science 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 participation 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/her current salary equaling one class period. A Teacher may elect the additional compensation be paid either as salary or deposited into his/her 403(b) account.
- J. Discretionary Extra Duty Assignments: Four per building, as needed and approved by the building administrator. These positions are voluntary and intended to support administrators with student supervision. The stipend is \$300 per semester. There are 4 semester positions per building, per year.
- K. 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.
- L. Two Teachers approved by Administration to share a Schedule C position shall divide compensation equally.
- M. A Teacher who completes the contractual year is entitled to benefits and salary over the summer months as provided in this Agreement.

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 Agreement. 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. A 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 before the 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 the 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 American 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 TEACHERS

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.

C. 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.

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

E. If any Teacher is complained against or sued for a reason(s) 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.

ARTICLE 11: SCHOOL CALENDAR

- A. The Board of Education and the 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 Association's 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 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 In-service 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 12: PAY SCHEDULE

- A. Payroll checks shall be issued on a bi-weekly basis.
- B. Teachers may elect to receive their pay in either twenty-one (21) or twenty-six (26) equal payments; that election shall be made no later than September 1.
 - 1. The initial election shall not be changed later than January 15th.
 - 2. Summer pay-checks shall be sent on the Wednesdays prior to pay Fridays.

ARTICLE 13: INSURANCE PROTECTION

- A. The Board shall provide MESSA CHOICES or MESSA ABC Plan 1 (HSA) 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 twenty percent (20%) of the cost of his/her insurance (pre-tax) per month, distributed equally. The parties understand that the ABC Plan 1 enrollment period may be after the CHOICES period.

1. **Member Selection of MESSA Medical Plans:** The employer shall pay 80% of the total cost of either MESSA Choices or the MESSA ABC Plan 1 medical premiums, including any medical ACA taxes and fees. The employer will provide the agreed upon amount of the annual deductible funding to the employee's "Health Equity" (HEQ) Health Savings Account (HSA) for each plan year.
2. Each employee enrolled in MESSA Choices or MESSA ABC Plan 1 shall pay 20% of the medical premium for their selected plan, including any medical ACA taxes and fees the employer is responsible for with either plan.
3. The employee's premium contribution will be payroll deducted through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
4. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.
5. The employer shall fund semi-annually, one-half of the employer's obligation to the agreed upon HEQ HSA on January 1 and July 1 each year. Each employee shall pay 20% of the employer's obligation to the agreed upon HEQ HSA deductible amount.
 - 5.1 For *single employees* choosing ABC Plan 1, the district will provide \$800 of the annual deductible funding to the employee's "Health Equity" (HEQ) Health Savings Account (HSA) for each plan year.
 - 5.2 For *two-person and full-family employees* choosing ABC Plan 1, the district will provide \$1,600 of the annual deductible funding to the employee's "Health Equity" (HEQ) Health Savings Account (HSA) for each plan year.
6. The employer will put the remainder of the agreed upon funds into any member's account when their deductible costs exceed the dollar amount of the first semi-annual payment.
7. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

B. Teachers not electing MESSA CHOICES or ABC Plan 1 shall choose Pak B.

PAK A - MESSA CHOICES

PAK B

Prescription Co-pay Saver Rx
Annual Deductible \$500/\$1000
Delta Dental 100/90/90/90
Annual Max \$2000
Ortho max \$1500
VSP 3 Plus
Life \$45,000
LTD 66 2/3%/90/CDMF
\$5000 monthly max

Delta Dental 100/90/90/90
Annual max \$2000
Ortho max \$1500
VSP 3 Plus
Life \$50,000
LTD 66 2/3% /90/CDMF
\$5000 monthly max

PAK A – ABC Plan 1 (HSA)

PAK B

Prescription Co-pay ABC Rx
Annual Deductible \$1300/\$2600
Delta Dental 100/90/90/90
Annual Max \$2000
Ortho max \$1500
VSP 3 Plus
Life \$45,000
LTD 66 2/3%/90/CDMF
\$5000 monthly max

Delta Dental 100/90/90/90
Annual max \$2000
Ortho max \$1500
VSP 3 Plus
Life \$50,000
LTD 66 2/3% /90/CDMF
\$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

Tiers and payments shall be determined as of October 1, applied retroactively to September 1.

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 ensure 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 14: 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 semester work day, and one (1) year-ending work day.

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

c) 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 six (6) 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 four (4) 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 fifteen (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 semester, the secondary school calendar shall include two (2) half days for teachers to grade examinations and assessments, and to complete end of semester 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 thirty (30) minutes per day.

C. Student-Teacher Ratio

1. The student-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 150 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.

- c) Class size by subject:
 - (1) Physical Education: 30 students per section
 - (2) General: 30 students per section
 - (3) Vocational Education: 28 students per section
 - (4) Lab-Science: 28 students per section
 - (5) Exceptions: Middle School and High School Music

 - d) Administration and the Association shall, on the 20th school day of each semester, conduct a classroom audit of the number of students enrolled in each secondary class. A secondary Teacher shall be compensated \$60 per student over the maximum class size, each semester.
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: 28 students per room
 - (2) Combination classrooms: 24 students per room
 - (3) Exceptions: Fine Arts, Technology, Physical Education

 - b) Administration and the Association shall, on the 20th school day of each semester, conduct a classroom audit of the number of students enrolled in each elementary class. An elementary Teacher shall be compensated \$183.70 per student over the maximum class size, each semester.

 - 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 Individualized Education Programs ("IEPs") or 504 Plans shall be distributed as evenly as possible when class size balancing.

D. Teacher Position:

1. Committee assignments, Schedule B positions, and Schedule C positions filled by a Teacher shall be mutually agreed upon by the Teacher and the District.
2. 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.
3. Administration shall make every effort to limit teacher course preparations for secondary (grades 6-12) to three (3) per semester.
4. 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 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 semester 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 semester.

e) Both Teachers in a shared assignment shall accrue seniority.

f) Full step-credit shall be accrued by both Teachers sharing an assignment.

g) Teachers in a shared assignment shall be paid a prorated amount of the annual salary to which each is entitled.

h) Either Teacher may elect to terminate the shared time arrangement at the end of the agreed upon cycle.

i) Fringe benefits shall be extended to teachers in a shared assignment pursuant to Article 13.

j) 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 semester implementation or twenty (20) business days preceding second semester 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 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) A Teacher's performance as teacher-in-charge shall not be part of the Teacher's evaluation.
 - d) A Teacher shall not perform teacher-in-charge duties for more than two (2) consecutive days.
 - e) A Teacher shall not be additionally compensated for the teacher-in-charge assignment.
 - f) A Teacher shall not be required to use a leave day for assuming teacher-in-charge duties.
 - g) A teacher-in-charge shall not evaluate other Teachers or have

any input regarding another Teacher's performance.

h) 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 15: PROFESSIONAL GROWTH

A. The continuing professional growth of faculty personnel is one of the most practical ways of improving the instructional program for students, 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 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 16: 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.

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 in-service opportunities will be equal to fifteen (15) days.

ARTICLE 17: 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 18: SENIORITY

A. It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum, and/or staff.

B. 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
- d) Failure to accept recall from layoff

3. Seniority shall accrue for teachers on various forms of approved leave of absence as granted by this Agreement.

ARTICLE 19: 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 that is 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.

F. An emergency manager appointed under the Local Financial Stability and Choice Act, shall have the authority to reject, modify, or terminate the Agreement as provided in that Act.

AGREEMENT

SECTION A: This Agreement shall be effective as of September 1, 2015, and shall continue in effect until June 30, 2018. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

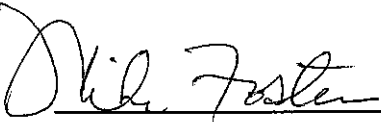
This contract includes an annual reopener of salary negotiations.

Board of Education



John Harris, Board President

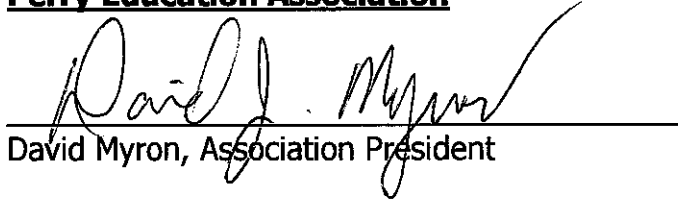
July 20, 2015



Mike Foster, Board-Appointed Lead Negotiator

July 20, 2015

Perry Education Association



David Myron, Association President

July 20, 2015

APPENDIX B: PERRY PUBLIC SCHOOLS CALENDAR, 2015-2016

August 22	Probationary Teachers Report
August 23	Probationary Teachers Report
August 31	Professional Development for Staff
September 1	Professional Development for Staff
September 2	Teacher Work Day – Whole Day Teachers Only
September 8	First Day for Students Grades K-12
October 14	Half Day for Grades K-12 - Professional Development in PM
October 30	Half Day for Grades K-12 - Professional Development in PM
November 17	Grades K-12 EVENING Conferences (4-7 PM)
November 18	Grades 5-12 EVENING Conferences (4-7 PM)
November 19	Grades K-4 EVENING Conferences (4-7 PM)
November 25-27	NO SCHOOL - Thanksgiving Recess
Dec. 21 - Jan. 1	NO SCHOOL - Winter Break
January 4	School Resumes
January 13	Half Days for Grades K-12 (MS/HS exams)
January 14	Half Days for Grades K-12 (MS/HS exams) – End of first semester
January 15	NO SCHOOL – Teacher Work Day – Whole Day Teachers Only
January 18	NO SCHOOL – Professional Development for Staff
February 3	Half Day for Grades K-12 – Professional Development in PM
February 15	NO SCHOOL - Presidents Day
March 22	Grades K-12 EVENING Conferences (4-7 PM)
March 23	Grades K-4 EVENING Conferences (4-7 PM)
March 24	Grades 5-12 EVENING Conferences (4-7 PM)
March 25	Half Day for Grades K-12 – Professional Development in PM
April 1-8	NO SCHOOL - Spring Break
April 11	School Resumes
May 27	Last Day for Seniors
May 30	NO SCHOOL – Memorial Day
June 5	Graduation
June 8	Half Day for Grades K-11 (MS/HS exams)
June 9	Half Days for Grades K-11 (MS/HS exams) – Last Day of School – End of second semester
June 10	Teacher Work Day – Whole Day Teachers Only