

8/31/99

3697

MASTER AGREEMENT

BETWEEN

THE PERRY BOARD OF EDUCATION

AND

PERRY EDUCATION ASSOCIATION

FOR

1997 - 1999

Perry Public Schools

MASTER AGREEMENT
PERRY BOARD OF EDUCATION
PERRY EDUCATION ASSOCIATION

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WITNESSETH

WHEREAS, The Board is required by law to negotiate with the Perry Education Association on wages, hours and the terms and conditions of employment of teachers; and the parties, through negotiations 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 hereby recognizes the Perry Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, PA of 1965, for all certified teaching personnel under contract but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees and any others who do not have community of interest with classroom teachers.

- 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. It shall be the job of the primary agent to supervise the interpretation and enforcement of this contract for the officers of the Board and its administrative agents.

ARTICLE 2

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379, Public Acts of 1965, State of Michigan, the Perry Board of Education agrees that every teacher shall have the right, freely to organize, join and support the PEA for the purpose of engaging in collective bargaining or negotiations.

- B. The PEA shall have the right to use building facilities providing this does not interfere with or interrupt normal school procedures. During teacher work days, PEA leadership may schedule meetings. In the event that room scheduling is needed for Association building use, that scheduling shall be done through the appropriate person.

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 beyond the normal contracted work day. Teachers, full and part-time, are obligated to attend in-service days. Absentees from the above shall discuss the absence with their building administrator. Any unexcused absence shall result in an entry to that effect in the teacher's personnel file, with notice thereof to the teacher that it, or a combination of these, may be cause for disciplinary action as outlined in Article 10, Section G, of this agreement. Willful disregard for these obligations may be subject to immediate disciplinary action.
- B. All association materials intended for distribution or display in any property under the management of the Board shall be identified as association materials before display or distribution.
- C. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and make conscientious efforts to meet, if necessary, with children, parents and/or administrators.

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 General School Laws or any other laws or regulations.
- B. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district 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, its equipment and its operation.
 2. Continue its rights, policies and practices of assignment and direction of its personnel and scheduling.
 3. Determine the services, supplies and equipment necessary to continue its operation.
 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 and its representatives agree 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 and its representatives agree that for each principal, there will be a principal advisory committee composed of the principal, the association representative for the building, and one other teacher mutually selected by the principal and the association representative. 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.

This committee will also serve as a regular communication link between the association and the principals. The committee will meet monthly, unless the association and the principal mutually agree to cancellation of the meeting.

ARTICLE 5

PAYROLL DEDUCTIONS AND ASSOCIATION MEMBERSHIP DUES
DEDUCTION AND REPRESENTATION FEES

- 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 costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Association.
- B. 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.
- C. The Association agrees to indemnify and hold the Board, including each individual school board member, harmless 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.
- D. The rate and frequency of deductions 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 second pay.
- E. Dues deduction shall be transmitted by the Board to Perry Education Association, Michigan Education Association and the National Education Association within three days after deductions are made.

F. Upon written authorization of the teacher, deductions from payrolls will be made for the following reasons:

Compliance with Article 5 of this contract,
Tax deferred annuities and mutual funds, Shiawassee
Community Credit Union, Health Insurance (limited to one
premium), U.S. Savings Bonds, United Way Funds and
Dependent Care

The starting dates, frequency and amounts of such deductions shall be as mutually agreed between the accounting office and the teacher except as provided in this contract. Written authorization for deduction or cancellation of deductions shall be filed with the accounting office at least two weeks prior to anticipated action.

ARTICLE 6
SICK LEAVE AND OTHER ABSENCES

A. DEATH, ILLNESS OR INJURY:

1. All tenure teachers shall be credited with ten (10) full days of sick leave at the start of the school year. Sick leave for probationary teachers shall be pro-rated at one (1) day of sick leave per eighteen (18) school days. Allowance cannot exceed ten (10) days annually. At the end of the school year a probationary teacher who has suffered loss of salary during the school year because expiration of such leave days shall be reimbursed this money, if the total yearly sick leave allowance has not been exhausted. 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 130 days. Personal illness days will be charged to accumulated leave as long as it is available. At the start of the school year, each teacher shall be provided with a statement of accumulated sick leave. Sick leave may be used for, but not limited to the following:
 - a. Illness, injury or death in the household of the teacher
 - b. Illness, injury or death of a close relative. For the purpose of this article, a close relative shall be defined as a person bearing the following relationship to either the teacher or spouse: parents, children, grandchildren, grandparents, brothers, sisters, aunts, uncles, nieces or nephews.
 - c. Other deaths - the teacher may take one (1) day per death to attend the funeral of any person. The superintendent at his/her discretion may extend the funeral leave period.
2. Teachers whose personal illness extends beyond the period of compensable leave as outlined above, and who have 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 discretion of the Board. Upon return from such a leave, a teacher shall be assigned to the same or a like position.
3. Teachers who have accumulated sick leave of 130 days may donate additional days accumulated to the sick leave bank. Teachers leaving the Perry school system may donate their accumulated sick leave to the sick leave bank. This shall be done in writing to the appropriate business office personnel.

B. JURY DUTY

Any teacher who is called for jury duty or is subpoenaed to testify during school hours shall receive their daily earnings less per diem jury duty pay. Each such day shall not be charged to any leave.

C. BUSINESS DAY

At the beginning of each school year, each bargaining unit member shall be credited with two days for personal business. Unused business days shall accumulate to a maximum of four days.

1. Applications shall be submitted on the form provided, at least five (5) working days in advance of the anticipated absence except in cases of emergency.
2. No business days shall be granted the day before or after vacation periods or holidays.
3. Business days will be charged even if school is called off, if a substitute has been engaged and notification cannot be given in time for the substitute to get another job for the day.
4. Unused business days over four shall be added to accumulated sick days.
5. The building principal shall determine the number of teachers to be absent on any given day.
6. The superintendent may authorize personal business days not covered in Article 6, Section C.

D. CONFERENCE DAYS

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

1. Each building shall have a conference committee composed of the building's bargaining unit members and the building administrators/principal. The committee will decide what constitutes a conference. Every conference must meet building and/or district school improvement goals.
2. Each building shall have a conference budget to be administered by the building conference committee. The conference budget for each building is based on the number of bargaining unit members in that building multiplied by \$100 plus the cost of the

substitute including fringe benefits of a one day substitute for each building bargaining unit member.

3. For purposes of determining conference budgets, teachers serving in more than one building will have their amount (\$100 plus one day sub including benefits) prorated according to time served in each building. Each building will get their prorated share.
4. The Superintendent will inform each building of their conference budget.
5. All costs of the conference including substitutes shall be deducted from the buildings conference budget. Each building conference committee shall determine the amount of reimbursement, however, lodging costs shall not be reimbursed. The building conference committee may cover additional conference requests for curricular assignments but not for extra curricular assignments.
6. Should the building's conference fund be depleted in any year, a bargaining unit member may, at his/her option, use personal business leave to attend conferences in which case the provisions governing personal business leave shall apply. It is understood that a bargaining unit member who uses a business day to attend a conference shall bear the cost of the conference fees and expenses.
7. The Superintendent reserves the right to limit the number of bargaining unit members attending any one conference during the school week.
8. A conference attendance form shall be completed by the teacher requesting conference leave. After approval by the building conference committee and/or building principal, a copy shall be returned to the teacher and a copy forwarded to the business manager. A reimbursement form shall be sent to the building conference committee and/or building principal. A copy shall be sent to the business manager for reimbursement.

E. LEAVE OF ABSENCE

1. Not later than June 1, a tenure teacher may make a written request for a leave of absence, without pay, for the following school year. No leave shall be for more than one year. Upon return, the teacher shall be

assigned to the original or a like position.

Intention to return shall be re-affirmed, in writing, no later than May 1, during the year of the leave. This leave of absence shall not be granted to accept a job outside of Perry Public Schools.

2. An officer of the M.E.A. or N.E.A. shall be granted an unpaid leave of absence of up to 4 years. Upon return, the teacher shall be returned to the original or a like position. Intention to return shall be re-affirmed, in writing, no later than May 1, during the ending year of the leave.

F. SHORT TERM LEAVE

Upon approval by the superintendent, teachers may absent themselves, without pay, for a period not to exceed ten (10) consecutive school days during one school year. One such leave shall be allowed in a five (5) year period.

G. SABBATICAL LEAVE

1. Teachers who have 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 institutions or travel which will improve the teachers ability to teach.
2. The request for sabbatical leave must be in writing and submitted to the superintendent's office at least sixty (60) days prior to the start of the school year.
3. Sabbatical leave shall be granted at the discretion of the board.
4. A teacher granted sabbatical leave shall be considered part of the teaching staff for the purpose of Article VII, Schedule A and Article V, Section A by accumulating the additional ten (10) sick leave days.
5. Any teacher granted a sabbatical leave shall return to the Perry School District for not less than one year.

H. ADOPTIVE LEAVE

1. Any teacher on continuing tenure may apply for an adoptive leave without pay. When first notified that they have been accepted as adoptive parents, the teacher

shall apply to the Superintendent's office for an adoptive leave that will commence when the teacher assumes custody of the child.

The maximum length of the adoptive leave shall extend only to the end of the school year.

2. Teachers returning from adoptive leave shall be assigned to the same or comparable position as originally held.

I. PARENTAL LEAVE

1. A parental leave of absence, without pay, shall be granted upon request to teachers who become parents of a newborn. Such leave must be requested, in writing, prior to the 6 week post-natal examination, but no less than 30 days prior to the date such leave is to become effective. Such leave, if applicable shall be granted until the end of the school year.
2. When returning from a parental leave, the teacher will be assigned to the same or a comparable position as originally held.

J. FAMILY LEAVE

The Perry Board of Education 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.) Members of the bargaining group agree to provide proper notice and medical certification required by the Perry Board of Education.

K. ASSOCIATION LEAVE

Officers of the association will be granted a combined total of up to ten (10) days leave of absence per year to attend to association business. These days shall not be deducted from the individual's leave days. The association agrees to reimburse the school district an amount equal to the sub-teacher pay for each day used.

L. SICK LEAVE BANK

All teachers may be members of a sick leave bank. Upon electing to join the sick leave bank, there will be an initial, one-time assessment of three (3) days from the teacher's accumulated sick leave. In accordance with the language of item 1.c. below, each September, this assessment shall be made from the accumulated sick leave of newly admitted members. Contributions by teachers other than

1st/2nd year teachers, previously enrolled in the bank, shall be restricted to refurbishment assessments only. The refurbishment shall consist of a one day assessment of each bank member, other than first/second year teachers, when the total days drop to under 75. Those members having fewer than five (5) accumulated sick leave days shall not be assessed. First/second year staff and those hired by Perry Public Schools after the September assessment, and eligible for fringe benefits under this contract, shall automatically be members of the sick leave bank without a contribution of their accumulated sick leave. Once the business office staff deducts the contributed days, there will be no provision for return of these days.

1. Purpose And Membership:

- a. The Perry Sick Bank is created for the purpose of offering financial assistance in case of long-term illness or injury to a teacher.
- b. Each teacher, as defined in the master agreement, employed by the Perry Public Schools, may be a member of the sick bank.
- c. First and second year teachers may be members of the bank without having to contribute days. Upon reaching third year status/tenure status, whichever occurs first, as a teacher in the Perry Schools, a teacher will be expected to make the usual contributions to the bank in order to be a member.
- d. The decision to become a member of the sick bank by a teacher reaching third year status/tenure status must be made by the final work day in September. Those teachers deciding not to join the sick bank will communicate in writing to the sick bank committee chairperson by this date.
- e. The Perry Sick Bank is managed by a committee established by the PEA, known as the PEA Sick Bank Committee in this contract.

2. QUALIFICATIONS FOR USE:

- a. To qualify for use of benefits from the sick bank, a teacher must:
 1. be absent from work with the same illness or injury for at least ten (10) continuous work days.
 2. First expend all but fifteen (15) of his/her personal sick leave accumulation or be absent

without pay for the difference between his/her personal sick leave accumulation and ten work

days should s/he have less than ten days total in his/her personal sick leave accumulation.

- b. Following the tenth day of absence, or the expenditure of accumulated personal sick leave days as indicated above, whichever is later, the affected teacher may apply for the use of the Sick Bank.

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 committee shall be responsible for authenticating the claim of illness or injury as well as the eligibility of the applicant.
- d. Within five working days of the receipt of the application, the Sick Bank Committee shall meet and consider the request.
- e. Within three working days of such meeting, the Committee Chairperson shall forward in writing the decision of the committee to the applicant. Copies shall also be forwarded to the Superintendent of Schools, the President of the Association, and one copy retained for permanent filing.
- f. The above time limitations are intended to be maximums. The Sick Bank Committee shall make every effort to expedite the processing of all applications.
- g. The Committee, at its option, may review and/or re-investigate withdrawals for purposes of determining proper use at intervals of twenty working days.
- h. The Board will pay a supplement for the difference between LTD benefits and full take home pay for up to eighty (80) days. The eighty (80) days will be

reduced by any number of days that the person takes from the Sick Leave Bank.

4. LIMITATIONS

- a. Benefits from the Sick Bank shall not be available for illness from work not covered in the Master Agreement.
- b. The maximum number of days available in any one school year to a teacher shall be 80 sick bank days. A tenure teacher, however, shall have the use of the Sick Bank extended into the following school year, not to exceed the maximum usage of 80 sick bank days in total if the length of the injury or illness shall make it necessary. No more than 80 sick bank days may be used for the same illness or injury over a two year period.
- c. The qualifying period, as outlined in Section 2-a of the sick leave bank, shall be waived when a teacher who has been on the sick leave bank works for sixty calendar days or less and suffers a relapse.
- d. The maximum number of sick leave bank days and LTD days for any one member shall not exceed 80 days over a two year period. This paragraph shall supersede paragraphs a, b, and c above.

5. APPEAL

- a. An applicant may appeal the decision of the Sick Bank Committee to the Executive Board of the PEA.
- b. Such appeal must be filed in writing by the applicant to the president within 5 working days of the receipt of the Sick Bank Committee decision. This time limit may be waived by the Executive Board if the applicant is determined by the Executive Board to be incapacitated at the time.
- c. The limitations as provided in Section 3, e & f of this sick leave bank may apply to the actions of the Executive Board.
- d. The decision of the Executive Board shall be final.

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. 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. Said position will be filled on the basis of experience and qualifications. 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 a reasonable period of time.
- 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 any vacant full-time position for which they are certified and qualified.
- 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 1995-96 school year Perry teachers shall be paid according to the following table based on years experience in elementary or secondary schools and amount of education.

SALARY SCHEDULE A - 1997-98

<u>EXP</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>	<u>MA + 10</u>
0	27,012	27,822	28,633	29,443
1	28,092	28,903	29,713	30,524
2	29,443	30,524	31,604	32,414
3	30,794	32,144	33,495	34,305
4	32,144	33,765	35,656	36,466
5	33,765	35,386	37,817	38,627
6	35,386	37,006	39,978	40,788
7	37,006	38,897	42,139	42,949
8	38,897	40,788	44,300	45,110
9	40,788	42,679	46,461	47,271
10	42,679	44,570	48,622	49,432

SALARY SCHEDULE A - 1998-99

<u>EXP</u>	<u>BA</u>	<u>BA + 18</u>	<u>MA</u>	<u>MA + 10</u>
0	27,755	28,588	29,420	30,253
1	28,865	29,698	30,531	31,363
2	30,253	31,363	32,473	33,306
3	31,641	33,028	34,416	35,249
4	33,028	34,694	36,637	37,469
5	34,694	36,359	38,857	39,690
6	36,359	38,024	41,077	41,910
7	38,024	39,967	43,298	44,130
8	39,967	41,910	45,518	46,351
9	41,910	43,853	47,739	48,571
10	43,853	45,796	49,959	50,792

PROVISIONS:

- (a) Assumes possession of a Michigan Life Permanent or Provisional certificate.
- (b) Based on transcript showing status prior to start of school year.
- (c) Teachers hired from another system will receive up to a maximum of seven (7) years allowance on this schedule. Experience of less than one (1) full year shall not be considered as justification for movement on the steps of the salary schedule. This section shall not apply to administrative positions.
- (d) Separate checks will be issued for payment of extra duty responsibilities.
- (e) Librarian's pay beyond normally scheduled days will be computed at an hourly rate of \$17.50 for 1997-98, and an hourly rate of \$18.00 for 1998-99

- (f) A teacher shall receive an annual longevity payment of 2.5% of experience 10 beginning with the 11th year of experience. At the 15th year of experience a teacher shall receive 3.25% of experience 10. At the 20th year of experience a teacher shall receive 4% of experience 10.
- (g) Teachers wishing to move to the BA+ schedule shall acquire 18 semester hours. Those teachers wishing to move to MA+ Schedule shall acquire 10 semester hours.
- (h) Teachers hired during the first 45 student school days of a given school year will be given a full year's credit on Schedule A. Teachers hired between student day 46-120 will be given one-half (1/2) years credit and one-half (1/2) the increment between steps at the appropriate level. Teachers hired after student day 120 will not move on the salary schedule for the following year.
- (i) Upon termination of employment with Perry Public Schools, the Perry Board of Education agrees to pay each teacher with a minimum of fifteen (15) years experience, \$15.00 for each accumulated sick day. Those teachers with less than 15 years may donate their accumulated sick leave to the Sick Leave Bank referred to in Article 6, Section K.

ARTICLE 8

SALARY SCHEDULE B

<u>POSITION</u>		<u>POSITION</u>	
Varsity Football	12%	Varsity Volleyball	9%
Ass't Varsity Football	8%	J.V. Volleyball	7%
J.V. Football	8%	9th Grade Volleyball	5%
Ass't J.V. Football	6%	M.S. Volleyball	5%
Freshman Football	6%	M.S. Volleyball Asst.	3%
Ass't Freshman Football	5%	High School Track:	
Golf	9%	Girls	9%
Cross Country	9%	Boys	9%
Wrestling	11%	H.S Assistant Track	6%
Ass't Wrestling	7%	Middle School Track:	
M.S. Wrestling	5%	Girls	9%
Varsity Basketball:		Boys	9%
Girls	12%	Ass't. (if over 50	
Boys	12%	participants)	6%
J.V. Basketball		Varsity Baseball	9%
Girls	8%	J.V. Baseball	7%
Boys	8%	Varsity Softball	9%
9th Grade Basketball		J.V. Softball	7%
Girls	6%	Cheerleader (2 seasons)	13%
Boys	6%	Middle School Pon Poms	4%
8th Grade Basketball		Varsity Soccer	
Girls	5%	Girls	9%
Boys	5%	Boys	9%
7th Grade Basketball:			
Girls	5%		
Boys	5%		

ATHLETIC DIRECTOR - 3 hours release time and 10% if combined with teaching position.

PROVISIONS:

- (a) Percentages are determined by position BA salary schedule according to years of experience in that particular sport. Up to five years experience is given.
- (b) No coach on present salary schedule shall take a reduction in pay.

ARTICLE 8

SALARY SCHEDULE C

POSITION

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%	
Drama	6%	
High School Student Council	4%	
Middle School Student Council	4%	
AgriScience Instructor	2%	(22 hour work week, assumes 8 weeks)
B.P.A.	4%	
DECA	4%	
Driver Education	\$17.50/hour	96-97 \$18/hr 97-98
Night School Instructor	\$17.50/hour	96-97 \$18/hr 97-98
Debate/Forensics	3%	
Future Problem Solving	3%	
Odyssey of the Mind	3%	
H.S. Quiz Bowl	3%	
Curriculum Council	1.5%	
Inservice Committee	1.5%	
Department Heads	2%	
M.S. Lunch Room Duty	1.5%	

PROVISIONS:

- (a) Percentages are based on the base step of the BA salary schedule. For AgriScience instructor payment see letter f below.
- (b) No teacher on present schedule shall take a reduction in pay.
- (c) The building principal shall inform the Business Office of completion on non-athletic duty assignments. At that time, payment shall be rendered those teachers completing their extra duty assignment.
- (d) Teachers who substitute during prep period will receive the hourly rate listed above.
- (e) Curriculum work will be compensated at the hourly rate listed above.
- (f) The AgriScience instructor will receive payment equivalent for 2% of the instructor's position on Schedule A of this Master Agreement.
- (g) The band director will receive payment equivalent for 12% on Schedule A of this Master Agreement. An additional 40 hours for band camp will be paid at the hourly rate listed above.

ARTICLE 9
GRIEVANCE PROCEDURE

PURPOSE

The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher or the Association with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Level I of these procedures.

DEFINITIONS

- A. A grievance shall be 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:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. 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.
 3. It is further expressly understood that the grievance procedure shall not apply in those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B.
1. The "aggrieved" is the person, persons, or Association making the claim.
 2. The term "teacher" includes any individual or group who is a member of the bargaining unit or who pays a representative fee covered by this contract.
 3. A "party of interest" is the person, persons or Association who might be required to take action or against whom action might be taken in order to resolve the problem.
 4. The term "days" shall mean work days.
 5. It is understood the "Association" means the Perry Education Association.
- C. It is also understood that 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 judged to have been negligent in attending to those 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 Perry Public Schools.

STRUCTURE

- A. There shall be one or more Association Representatives (Building Representatives) for each school building, to be selected in a manner determined by the Association.
- B. The Association shall establish a Professional Rights and Responsibilities Committee which shall be broadly representative and which shall serve as the Association's Grievance Committee. In the event that any Association Representative or any member of the PR&R Committee is a party in interest to any grievance, he/she shall disqualify him/herself, and a substitute shall be named by the Association.
- C. The building principal shall be the administrative representative when the particular grievance arises in that building.
- D. The Superintendent shall be the administrative representative when the grievance arises in more than one building.

PROCEDURE

- A. The number of days indicated at each step of the Grievance Procedure are work days, should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 15, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practical.
- B. The failure of an aggrieved person or the Association to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- C. The failure of an administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or association to proceed to the next step of the grievance procedure.
- D. The following procedure shall apply in writing and processing grievances.

LEVEL ONE:

A teacher or the association with a grievance shall first discuss it with the association's PR&R Committee. Should the PR&R Committee rule that the individual or the association has not been aggrieved, then no grievance shall be written. In the event the committee rules that the individual or the association has been aggrieved, the grievance shall be discussed with the immediate supervisor within twenty (20) days of the date the grievance occurred. The grievance may be discussed individually, with a PEA building representative present, or through another official PEA representative with the objective of resolving the matter informally. Within three (3) days from the date of the discussion of the grievance, the supervisor shall give his/her disposition in writing to the teacher, the building association representative, and the association president. The action of the PR&R Committee does not preclude the individual's right to proceed on his/her own without the association's backing.

LEVEL TWO:

In the event that the aggrieved is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within three (3) days after presentation of the grievance, the grievance will be filed with the Superintendent. Within ten (10) days from receipt of the grievance by the Superintendent, he/she shall render a decision as to the solution.

LEVEL THREE:

In the event the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent, the aggrieved may refer the grievance through the PR&R Committee with or without its backing, to the Board of Education's Personnel Committee. This committee shall be composed solely of members of the Board of Education. Copies of all documents, communications and records shall be forwarded to each member of the personnel committee. Within ten (10) days from receipt of the written grievance by the board's personnel committee, the committee shall meet with the Association's PR&R Committee Chairperson and the members of the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered by the personnel committee within ten (10) days.

LEVEL FOUR:

If the aggrieved is not satisfied with the disposition of the

grievance at Level Three, or if no disposition has been made within the period provided, it shall be submitted to an Appeal Board within five (5) days. The Appeal Board shall consist of two (2) members selected by the Association and two (2) members selected by the Superintendent. Upon receipt of the appeal, the Superintendent shall set a meeting within five (5) days to attempt to solve the dispute. If the parties are unable to solve the grievance, it may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) 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. The fees and expenses of the arbitrator shall be shared equally by the parties. In the event there is no association backing the fees and expenses shall be shared by the aggrieved and the board of education. 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.

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.
1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 2. He/she shall have no power to establish or alter salary schedule.
 3. 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.
- B. 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.

RIGHTS TO REPRESENTATION

The aggrieved party may be represented at all meetings and hearings at any level of the grievance procedure, by another teacher or another person or persons. In no event may any teacher be represented by an officer, agent, or other representative of any

organization other than the Perry Education Association. The Association shall have the right to be present and to state its views at all stages of the grievance process.

MISCELLANEOUS

- A. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers the PR&R Committee may process the grievance at the appropriate level.
- B. 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.
- C. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- D. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel file of the participant.
- E. 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 person shall determine what is privileged information.
- F. No grievance shall be filed for or by any teacher after the teacher's resignation.
- G. The filing of a grievance shall in no way interfere with the rights of the Board of Education to proceed in carrying out its responsibilities, subject to a final decision of the grievance.
- H. Written grievance shall contain the following:
 - 1. Date of occurrence of alleged grievance.
 - 2. The specific language of the Article of the Master Contract allegedly violated.
 - 3. Remedy sought by grievant.

ARTICLE 10

PROTECTION OF BARGAINING UNIT MEMBER

- A. Bargaining unit members are 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 sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline reflect adversely upon the profession and create undesirable conditions in the school building. The Board through its administrative agents shall notify the bargaining unit member of alleged delinquencies, indicate the expected correction, and indicate a reasonable period of time for correction.
- C. The bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 and/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. The right to meet with the appropriate administrative agent to discuss the written warning or written reprimand.
- D. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation, or advantage shall be subject to the professional grievance procedure as set forth in this contract agreement. Information forming the basis for disciplinary action will be made available to the bargaining unit member 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 bargaining unit member shall be done in private.
- F. Except in cases of serious misconduct, any written warning or written reprimand in a bargaining unit member'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 removed from the personnel file at the written request of the bargaining unit member. Said warning or reprimand shall not thereafter be used in future disciplinary action against the bargaining unit member.
1. This shall apply, as well, to anecdotal entries.
- 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 program:

1. A one (1) day suspension without pay
 2. A three (3) day suspension without pay
- H. The Board recognizes its responsibility to continue to give administrative backing and support to its staff, although each bargaining unit member bears the primary responsibility for maintaining proper control and discipline in the classroom.
1. Bargaining unit members 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 bargaining unit member is complained against or sued for reason related to his/her job responsibilities, the Board or its administrative agents, after review of the case and its determination that the bargaining unit member has acted within the scope of Board policy, shall provide support to the bargaining unit member in his/her defense.
1. If the Board or its administrative agents feel that disciplinary action against a bargaining unit member 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. The primary purpose of evaluation is to encourage and assist bargaining unit members in their efforts to develop more effective teaching and learning in the classroom; and to assist the bargaining unit member in fostering the growth of social and academic potentialities of the student. The Board and the Association recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.
- B. A pre-evaluation conference shall be held between the evaluator and the bargaining unit member so that the evaluator can be apprised of the planned objectives, methods and materials that will be evaluated in the teaching/learning situation. Further, the evaluator shall, during said conference, apprise the bargaining unit member of the specific criteria upon which he/she will be evaluated.
- C. All evaluations shall involve the use of each bargaining unit member's goals and objectives as developed by the teacher from the curriculum adopted by the District.
- D. Each evaluation shall be followed by a conference between the bargaining unit member and the evaluator for purposes of clarifying the written evaluation report. The evaluation conference between the bargaining unit member evaluator will be held within ten school days.
- E. If an evaluator finds a bargaining unit member lacking, the reason(s) therefore shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency will be interpreted to mean that adequate improvement has taken place.
- F. No later than April 30, of each probationary year or sixty (60) days prior to the bargaining unit member's anniversary date if hired during the school year (whichever is applicable), the final written evaluation report, including the recommendation as to whether the bargaining unit member should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year will be furnished by the administration to the Superintendent. A copy shall be furnished to the bargaining unit member.

1. If the report contains any information not previously made known to and discussed with the probationary bargaining unit member, the bargaining unit member shall have the opportunity to submit additional information to the Superintendent.
 2. In the event a bargaining unit member is not retained in employment, the Board will advise the bargaining unit member of the reasons therefore, in writing, with a copy to the Association.
- G. Should the administrator elect to forego the formal evaluation and notify the bargaining unit member of such action, the bargaining unit member may assume that his performance is satisfactory.
- H. All monitoring or observation of the work of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- I. The evaluation forms shall be developed jointly by the association and the administration. Upon request by either party, the evaluation form shall be subject to negotiations during the term of this Agreement.
- J. The evaluation form is attached hereto and incorporated into this Agreement 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. Where possible, the county-wide calendar will be used as a model.
- B. School shall not resume before January 3, following Christmas vacation.
- C. The Perry Public School's Board of Education maintains the right to reschedule any lost days of instruction without compensation, for any reason other than days allowed by the State Department of Education.

ARTICLE 13
EXTRA DUTIES

- A. Extra duty assignments shall be made by mutual consent of the teacher, if possible. If mutual consent is not possible, the principal shall make the assignment. Seniority staff always has the option for extra duty assignments.
- B. In cases where extra duty assignments are vacant, all assignments shall be made on a rotating basis with every bargaining member on each staff serving a one year term, before any other member is assigned a second year.
- C. A person who accepts the extra duty assignment and is approved by the administration, shall receive the compensation available for the assignment. In a like manner, if two people desire to share the assignment and are approved by the building principal, they shall divide the compensation available for the assignment.

ARTICLE 14
DUTY FREE LUNCH PERIODS

All teachers in the Perry educational system shall be entitled to a duty free uninterrupted lunch period of at least 25 minutes.

ARTICLE 15
PAY SCHEDULE

- A. Payroll checks will be issued on a bi-weekly basis. The initial check will be issued to correspond to the schedule of year round employees.

In the case of tenure teachers, the initial check will be for two full weeks. The initial check for non-tenure will cover only the elapsed work days.

No payroll will be issued prior to the start of the contract year.

- 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. s/he may take the balance due on the contract in a lump sum prior to June 30.
 - b. summer pay-checks will be sent Wednesday prior to Pay Friday.

ARTICLE 16
INSURANCE PROTECTION

- A. For the 1997-99 school years, the Board shall provide, without cost to the bargaining unit member, MESSA Pak #1 Plan A for a full twelve (12) month period for the bargaining unit member and his/her entire family. Any premium increase of more than 15% per year, effective July 1, 1997, shall be paid by the employees through payroll deductions throughout June 30, 1998. Any premium increase of more than 15% per year effective July 1, 1998, shall be paid by the employees through payroll deductions throughout June 30, 1999. Premium increases for July, August, and September of 1999 of more than 15% shall be paid by the employees through payroll deduction.
- B. Full time bargaining unit members not electing MESSA Pak #1 Plan A will select MESSA Pak #1, Plan B.

1. **Plan A**
 MESSA PAK I
- | | |
|--|--|
| 1. Delta Dental
Auto Plus
With Ortho Rider 008 | 1. Delta Dental
Auto Plus
With Ortho Rider 008 |
| 2. VSP II | 2. VSP II |
| 3. Life \$20,000 | 3. Life \$20,000 |
| 4. LTD Plan II | 4. LTD Plan II |
| 5. Super Care I | 5. An individual
employee can apply
single Super Care I premium
toward a Tax Deferred 403 B
as mentioned in Section B2
below. |

2. Employees not wishing health care protection, as provided in one (1) above, will receive a cash payment the equivalent to an individual employee's MESSA Super Care I premium. The board of education shall formally adopt a qualified plan document which complies with section 125 of the Internal Revenue Code. The board shall provide a salary reduction agreement for those members electing to use this payment toward the selection of one of the following annuities or mutual funds.

Variable Life
American Century Funds
John Hancock
Jackson National
Principal Life
Modern Woodmen of America
Northwestern National Life
Janus Investment
Capital Guardian Trust Co.
Fidelity

Prudential
Equitable Life
MEFSA
John Alden
IDS Insurance
Northern Life
Bankers Life
Mass Mutual
Sun Life of Canada
Vanguard

3. Bargaining unit members who are employed less than full time shall receive the appropriate pro-rated share of the Board paid benefits in Plan A or Plan B. Bargaining unit members choosing Plan B may use part of his/her individual Super Care I premium (#5 Plan B) to offset the difference in cost of his/her prorated share of Plan B.
- C. Teachers on temporary assignment shall receive no fringe benefits until employed in the same position for sixty (60) days.
- D. Members of the bargaining unit will be given all the appropriate insurance forms needed to insure that each member receives each insurance program he/she is entitled to. These forms will be given to each member at the appropriate faculty meeting scheduled during the first teacher contract day, or put in each member's building mailbox during this same day. By November 15, of each school year, the Board will provide the Association a list of teachers outlining their Board-paid insurance program. Failure to sign up for insurance benefits during the open enrollment period does not forfeit a member's right to all the insurance benefits he/she is entitled to.
- E. In the event that any employee absent because of illness or injury has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined in Section A.

ARTICLE 17
TEACHING LOADS AND ASSIGNMENTS

It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed towards insuring that the energy of the teacher is primarily utilized to this end.

A. Work Year and Work Day

1. The work year for all certified personnel shall consist of 180 pupil days. Tenured teachers will have one (1) pre-school work day, one (1) end of semester work day, one (1) year ending report day, and five (5) staff development days for a total of 188 contract days. Probationary teachers will have two (2) pre-school work days, one (1) end of semester work day, one (1) year ending report day, and five (5) staff development days for a total of 189 contract days. Term ending teacher days will be one half (1/2) day of student instruction and one half (1/2) day of teacher work day.
2. The teaching day for elementary teachers (grades K-5 inclusive) shall be 415 minutes less time spent in recess, lunch periods and time when special teachers are supervising students. On days when students are unable to be outside for recess, teachers will receive a ten (10) minute afternoon break. When requested, teachers shall make themselves available for individual conferences. The time of these conferences shall be mutually agreed upon. Teachers will receive a maximum of three (3) one-half days released for parental conference per semester.
3. Preparation periods in the elementary schools for grades 1-5 shall occur, except for extenuating circumstances, during the following classes: art, music, library and physical education. Elementary preparation periods will be a minimum of 140 minutes during each week. Teachers of art, music, physical education, special education, remedial reading, teachers of other special areas and kindergarten shall be scheduled planning periods equal to those of elementary classroom teachers.
4. The secondary teaching day (6-12) shall be 396 minutes for high school teachers and 397 minutes for middle school teachers less time scheduled as student lunch period. This time shall include a preparation hour equal to one class period.
5. Elementary teachers shall be at their work stations 5

minutes prior to the first scheduled period of the day and remain at their work station 15 minutes past the last scheduled period unless otherwise arranged with administration.

Secondary teachers shall be at their work stations 15 minutes prior to the first scheduled period of the day and remain at their work station 15 minutes past the last scheduled period unless otherwise arranged with administration.

It is recognized that teachers might have legitimate reasons for arriving after or leaving before these times. If this becomes a problem administration will point that out.

6. Committee assignments filled by teachers shall be done with their agreement. It is expected that teachers will fulfill the obligations of the role of committee person. These committee assignments, other than schedule C, Article 8 assignments, shall not be subject to disciplinary action.

B. Pupil - Teacher Ratio

High School/Middle School

In as much as the pupil-teacher ratio is an important aspect of an effective educational program, it is directly related to the volume of teacher's work, the following limitation shall be in effect for the school year. With Association approval, these limits may be exceeded.

High School	Maximum	150 Students per day
Middle School	Maximum	165 Students per day

It is agreed that the following limits on class size represent desired objectives. Future planning of construction and staff recruitment shall be such as to move toward these objectives for the Perry Public School System.

Physical Education	30 pupils per section
General	28 pupils per section
Business	28 pupils per section
Voc. Ec.	24 pupils per section
Lab-Science	20 pupils per section
Home Ec.	20 pupils per section
Remedial Classes	15 pupils per section

Exceptions: Learning Center, Middle School and High School Music.

Elementary

It is agreed that the following limits on class size represent desired objectives. Future planning of construction and staff recruitment shall be such as to move toward these objectives for the Perry Public School System.

Elementary	K-2	25 pupils per room
	3-5	27 pupils per room
combination classrooms		24 pupils per room

Each classroom teacher including special education teachers will be provided 1.5 hours of classroom aide time each day.

Students identified as Educable Mentally Impaired (EMI), Emotionally Impaired (EI), or Learning Disabled (LD), Physically & Otherwise Health Impaired (POHI), Attention-Deficit Hyperactivity Disorder (ADD/ADHD) shall count as two (2) students when determining class size.

Exceptions: Elementary Music, Physical Education, Learning Center.

New elementary student assignments shall be done to achieve numerical equality considering student "weighting". If there is a tie, the low actual number of students shall be used.

C. Teacher Position

Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned outside the scope of their major or minors in the secondary schools. In unique situations, teachers may be asked to teach outside their major or minor fields.

- D. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires and similar materials are tools of the teaching profession. Efforts shall be continued, to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the board shall undertake promptly to implement all joint decisions therein made by its representative and the Association.

- E. Prior to the close of the school year, each teacher shall submit a proposed purchase plan for the ensuing year. Items to be included shall be those items which in the past have been ordered at a teacher's request. This category has included supplies and/or equipment placed in the classroom and used by students and/or teachers. It includes all printed materials of a reference nature and textbooks at the high school level. Emergency appropriations to replace or repair equipment will be allowed.
- F. The Board agrees to make available in each school, adequate typing and copying facilities and clerical personnel to aid teacher in the preparation of instructional material. The board agrees to give primary consideration to the teacher's accessibility to the above mentioned instructional equipment. The teacher will provide master copies at least 24 hours in advance of need.
- G. The Board shall provide:
1. A separate desk for each teacher in the district with a lockable drawer space;
 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles;
 3. Adequate chalkboard in every classroom;
 4. Copies exclusively for each teacher's use, of all texts uses in each of the course(s) s/he is to teach;
 5. A complete unabridged dictionary in every classroom;
 6. Adequate storage space in each classroom for instructional materials;
 7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibilities.
- H. Telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls shall be made at the teacher's expense.
- I. The Board agrees to staff the libraries with qualified personnel. The libraries will remain open for normal use each instructional day. However, even though the libraries are open, no material can be checked out during the last five (5) days of the school year.

- J. It is agreed by the Board that agendas for teachers' meetings shall be in the mailbox of each individual teacher within the building twenty-four (24) hours prior to the scheduled meeting.
- K. The principal will make every effort to limit preparations for teachers for grades 6-12 teaching assignments to three (3) per semester.

ARTICLE 18
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 19

Mentoring

- A. **Definition**
A mentoring teacher is a successfully motivated Perry teacher. The mentoring teacher may provide professional support, instruction, and guidance to the Mentee. He/she will assist the mentee in understanding district curriculum, policies, and philosophies.
- B. Each bargaining unit member in his/her first 3 years in the Perry Public Schools may be assigned a Mentor Teacher by the superintendent or his/her designee. Each teacher new to the profession will be assigned a mentor during his/her first year of employment.
- C. A Mentor Teacher may be assigned in accordance with the following considerations:
1. The Mentor Teacher must be a tenured member of the bargaining unit with at least 1 year of teaching in the Perry Public School District.
 2. Participation as a Mentor Teacher may be voluntary.
 3. The District shall notify the Association when a Mentor Teacher is matched with a bargaining unit member (Mentee). The assignment of the Mentor Teacher for the new teachers (new to the profession) may be finalized by the Administration within 10 work days of the mentee's first workday.
 4. Every effort will be made to match Mentor Teachers and Mentees who have the same background in their major areas of instruction (i.e. elementary to elementary, middle school to middle school, high school to high school)
 5. A Mentor Teacher can have up to two (2) probationary teachers if desired.
 6. The Mentor Teacher assignment will be for up to three (3) years unless either party requests a change through their building principal.
 7. Concerning mentoring assignments for the next school year, mentor teachers will be notified of any change by the last work day of the current school year.
- D. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance

toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee.

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 administration may make available reasonable release time so the Mentor Teacher may work with the mentee in his/her assignment during the regular work day.
- F. Professional development opportunities will be provided for the mentee based upon need as determined by the building principal, mentor, mentee, and/or the administrator in charge of curriculum. Over the three year period, the inservice opportunities will be equal to 15 (fifteen) days.
- G. The mentor and mentee will meet outside the regularly scheduled workday. During the first year, the mentor and the mentee will meet weekly. During the second and third years the mentor and mentee will meet at least once every two weeks.
- H. Mentor Teachers will be paid \$1,125 per probationary teacher, for year one and 75% of that amount for years two and three.

ARTICLE 20
DEPARTMENT CHAIRPERSON

- A. Department or grade chairpersons are to be a communication link between the staff and administration. The duties of these chairpeople are described in a job description agreed to by the Association and the Board. The curriculum director or the building administrator will make sure each chairperson has the job description.
- B. Each year the principal shall accept suggestions for department or grade chairpersons from teachers within grades or departments. These suggested department chairpersons shall be submitted to the building principal at least five(5) days prior to the final selection by the building principal and curriculum coordinator. If no one volunteers for the position of Department Chairperson, the building principal shall appoint someone for the position for one year. If no one volunteers for the position the following year, the position will be rotated.
- C. Department or grade chairpersons shall not be considered supervisory employees.
- D. Department or grade chairpersons shall receive payment according to Article 8, Schedule C.

ARTICLE 21
LAYOFF AND RECALL

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.

The parties recognize that it is the goal of these procedures to effect 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.

A. 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.)

- 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. 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.

- C.
 - 1. 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
 - 2. Seniority shall accrue for teachers on various forms of paid leave of absence as determined by this agreement.
 - 3. 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.

- D. 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.

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.

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.

- E. 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.
- F. 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.
- G. 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.
- H. 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 22

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.
2. 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 assignment 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 interchangeable 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.
7. 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 video tapes of a telecommunications class are the property of the originating site district.

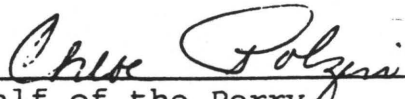
A telecommunications class may be televised live, or via videotape, for purposes other than those referred to in I.1. by mutual consent of the teacher and the originating site district.

J. Duration, Review, Enforcement and Future Negotiations

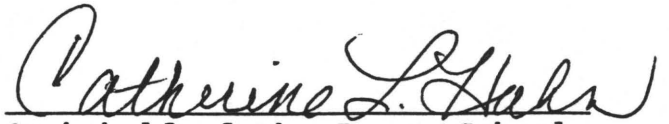
1. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the originating site's master contract's grievance procedure.
2. This Appendix shall be effective in a district upon ratification by the Board of Education 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 8-20-97

Date 8-20-97

LETTER OF AGREEMENT

SHIAWASSEE INTERACTIVE TELECOMMUNICATIONS EDUCATIONAL SYSTEM
(SITES)

The following language has been tentatively agreed to by and between the Shiawassee County Education Association and its affiliated associations, and the SITES Governing Council as of May 16, 1995.

Except for the following changes, all provisions contained in the SITES Agreement that was adopted on August 28, 1990, will continue as the successor Agreement for the duration indicated below.

Section J, subsection 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, 1997.

Negotiations of successor Agreement shall commence on or before March 1, 1997.

<u>Charles R. [Signature]</u>	<u>5-16-95</u>	<u>Debbie M. [Signature]</u>	<u>5/15/95</u>
Shiawassee County Education Association	Date	Shiawassee County SITES Governing Council	Date
<u>Mary E. [Signature]</u>	<u>5-16-95</u>	<u>Patrick C. [Signature]</u>	<u>5/15/95</u>
Shiawassee County Education Association	Date	Shiawassee County SITES Governing Council	Date

ARTICLE 23
MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties 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 be printed at the expense of the board within 30 days after the agreement is signed and presented to all teachers now employed or thereafter employed. The Board shall furnish 130 copies of the Master Agreement to the Association for its use.

ARTICLE 24

AGREEMENT

SECTION A: This Agreement shall be effective as of September 1, 1997 and shall continue in effect until the 31st day of August 1999. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

Catherine L. Lahn
President

Joselyn Hurd
Superintendent

PERRY EDUCATION ASSOCIATION

Chris Polzani
President

Letter of Agreement
By and between
Perry Education Association
and
Perry Board of Education

The parties hereto mutually agree to the following conditions regarding SITE BASED DECISION MAKING for the duration of the 1997-99 contract.

The SBDM (Site Based Decision Making) process and/or School Improvement Plan shall establish no authority to modify in any manner the scope of collective bargaining between the Board and the Association. The following issues will be considered open for discussion by building school improvement committees where not reserved for collective bargaining between the Board and the Association.

- A. Educational Philosophy
- B. Professional Development
- C. Building Organization and Operation
- D. Student Achievement
- E. Parent/Community Involvement
- F. Staff Support and Training
- G. Building Climate
- H. Home-School Relations
- I. Safe and Orderly Environment

This committee structure will be mutually agreed to by representatives of the Board and the Association. During the organizational stages the building principal or designee will chair the committee until the committee elects their chair.

Chris Polzani
President, PEA

Jacklyn Hurd
Superintendent Perry Schools

8-20-97 Date

8-20-97 Date

APPENDIX B

Letter of Agreement
By and between
Perry Board of Education
and
Perry Education Association

The parties hereto mutually agree to the following conditions regarding payment for STAFF DEVELOPMENT DAYS for the contract years between 1997-1999.

For each six hour STAFF DEVELOPMENT DAY, the Perry Board of Education agrees to pay to each member of the bargaining unit an amount equal to the hourly rate stated in the Master Agreement between the Perry Board of Education and the Perry Education Association for the contract years between 1997-1999.

For each of the contract years in this Letter of Agreement, there shall be 5 such STAFF DEVELOPMENT DAYS scheduled.

Checks will be issued for these days separate from the regular payroll check. One check for staff development days conducted prior to December 1, will be issued no later than December 1 of each year. The second check, covering staff development days after December 1, will be issued no later than May 15, of each year.

Chuck Polzani
President, PEA

8-20-97 Date

Jacklyn Hurd
Superintendent Perry Schools

8-20-97 Date

APPENDIX C

Letter of Agreement
By and Between
Perry Board of Education
and
Perry Education Association

The parties hereto mutually agree to the following conditions regarding AUGUST Y-5-KINDERGARTEN ORIENTATION SESSIONS for the duration of the 1997-1999 Contract.

- 1. Y-5 - Kindergarten teachers will receive the hourly rate listed in Article 8, Schedule C for participation in the August Y-5-Kindergarten Orientation Sessions.

Chris Polzani
President, PEA
8-20-97 Date

Jacelyn Howard
Superintendent, Perry Public Schools
8-20-97 Date