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8/2002

CONTRACT AGREEMENT

SHELBY BOARD OF EDUCATION

AND

SHELBY EDUCATION ASSOCIATION

1999-2002

Shelby Public Schools

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**SHELBY BOARD OF EDUCATION AND SHELBY EDUCATION
ASSOCIATION
1999 - 2002 AGREEMENT**

**ARTICLE I
Recognition**

The Board hereby recognizes the Shelby Education Association as the exclusive bargaining representatives, as defined in Act 379 of the Public Acts of 1965 as amended, for all professional personnel, whether employed on a full-time or contracted part-time basis, and whether or not assigned to public school building, but excluding supervisory and executive personnel, substitute teachers, assistants, and adult education teachers. It is further agreed that any new professional position (s) shall automatically accrue to the bargaining unit unless the parties agree that the new position (s) are supervisory and/or executive in nature.

The term "teacher" when used hereinafter, in the Agreement, shall refer to all employees represented by the Association in the bargaining unit defined above.

The Association recognizes the Board as the "management" party.

ARTICLE II

Management Rights

The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and the United States, including the right:

Section A

To the executive management and administrative control of the school system and its properties and facilities;

Section B

To manage and direct the working forces, including the right to hire, promote, suspend, discharge, demote and/or otherwise discipline employees, determine the size of the work force and to lay off employees.

Section C

Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations;

Section D

Adopt rules and regulations;

Section E

Determine the qualifications of employees;

Section F

Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, building or other facilities.

Section G

Determine all financial and educational policies;

Section H

Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

ARTICLE III

Teacher Rights

Section A

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that each teacher assigned to a position included in this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission Mediator for such public agency, or any arbitrator appointed pursuant to the provisions of this Agreement.

Section B

The Board recognizes the employee's right to have the consideration of his or her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act, at the request of the named employee. The Board agrees that any vote to proceed on allegations, complaints or charges brought against an employee be conducted in closed session and that the employee shall not be identified in any public minutes of the Board of Education.

The Board further agrees that all employment records regarding dismissal, suspension, discipline, complaints, allegations, charges, medical, counseling or psychological records, personnel evaluations and other records on employees are confidential records and shall not be released to third parties absent the written consent of the employee or pursuant to a lawfully issued order or subpoena. The Board further agrees that in the event a request is made by a third party for such records, the Board shall promptly notify the employee and the Association and agrees that at the request of the employee or the Association that it shall deny the request and assert on behalf of the employee all applicable Freedom of Information Act exemptions.

ARTICLE IV
Professional Qualifications and Assignments

Section A

No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional, permanent and/or a continuing certificate unless a properly certified teacher is not available, except as otherwise permitted by state law.

Section B

Teachers shall not be assigned outside the scope of their teaching certificate and their major or minor field of study except temporarily and for good cause. Teacher assignments can be outside the major or minor field with teacher consent and Board determination of qualifications to be essential for satisfactory job performance. The teacher and the Association shall be so notified prior to August 1, unless exceptional circumstances render this impossible.

ARTICLE V

Deductions for Professional Dues

Section A

Each teacher covered by the negotiated agreement between the Shelby Education Association (S.E.A.) and the Shelby Board of Education, and who is not a member of the S.E.A. in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties with the S.E.A., shall as a condition of employment, pay a fair share fee in an amount equivalent to the dues uniformly required to be paid by members of the S.E.A., the Michigan Education Association (M.E.A.), and the National Educational Association (N.E.A.), less any amounts not permitted by law.

Section B

The teacher shall, at the time of the signing of the teacher's contract with the Board, either pay such fair share fee directly, or authorize payroll deduction for such fee, and shall designate that the same be paid either to the S.E.A. or to the Fair Share Committee. Each member shall have the choice of paying all dues to the S.E.A., all to the Fair Share Committee, or may designate a portion of the amount to the S.E.A. and a portion to the Fair Share Committee.

1. The Fair Share Committee shall consist of the Superintendent,
(1) S.E.A. officer, a building principal, and a teacher building representative appointed by the S.E.A.
2. The Fair Share Committee shall distribute all fees that it shall receive to either the Shelby School Libraries, the Shelby Student Scholarship Fund, or the Needy Children's Fund, or to such charitable organization as may be designated by a teacher paying into the funds of the committee provided the charity shall be approved by a majority of the members of the committee.
3. The Fair Share Committee must be activated and both parties should receive an annual report accounting for fees directed by the committee.

Section C

S.E.A. dues or Fair Share Fees shall either be paid in full at the time of the signing of the employment agreement with the board, or shall be deducted in ten (10) equal payments from the regular payroll commencing in the last payroll check in September, or in two (2) equal payments coming on the last payroll check in September and the last payroll check in January.

Section D

The S.E.A. agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of this Agreement. The S.E.A. further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said action or suit, subject however, to the following conditions:

1. The damages have not resulted from the negligence, or misfeasance or malfeasance of the Board or its agents.
2. The S.E.A., after consultation with the Board, shall have the right to decide whether or not to appeal the decision of any agency or court regarding the validity of this Article or the damages which may be assessed against the Board by any agency or court.
3. The S.E.A. shall have the right to compromise or settle any claim made against the Board under this Article.
4. The S.E.A. shall have the right to choose the legal counsel to defend any such suit or action, after consultation with the Board.

Section E

With respect to all Fair Share Fees deducted pursuant to this Article, the Board agrees to disburse the same within fifteen (15) days to either the S.E.A. treasurer or the Fair Share Committee treasurer pursuant to the designation by the teacher.

Section F

The District must have a signed, voluntary payroll deduction authorization form for each person for whom money is being deducted.

Section G

It shall be the duty of the S.E.A. to have each teacher notify the Association whether the deductions are to be given to the S.E.A. or to the Fair Share Committee. If a teacher refuses to designate this deduction, it shall be given to the S.E.A.

ARTICLE VI Transfer and Vacancies

Section A: Transfer

1. The word "transfer" shall mean a change in:
 - a. Building assignment
 - b. Grade level assignment in grades DK-5
 - c. Subject area assignment
 - d. Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
 - e. Special education assignment such as learning disability, emotionally impaired, etc.

2. The parties agree that frequent involuntary transfers are disruptive to the educational process and interfere with optimum teacher performance. Therefore, involuntary transfers shall be for just cause only and are to be minimized and avoided whenever possible. Should an involuntary transfer become necessary, the Superintendent or his designee shall notify the Association and hold a conference with the teacher (s) to be transferred.

3. In the event that an involuntary transfer is necessary because of a position being eliminated, the teacher in that grade level or subject area with the least seniority shall be the teacher transferred.

Section B: Vacancies

1. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence.

2. "Permanent vacancy" shall mean a bargaining unit position created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.

3. The Board shall not be required to post temporary vacancies.

4. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from the school district, the Board shall

publicize the same by posting the vacancy in each building, teacher's lounge, or work area for a period of not less than ten (10) working days. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies which occur during the summer months shall be mailed in the pay envelope of each teacher.

5. Any teacher may apply for any permanent vacancy. All interviewed applicants for a position shall be notified by the Board when said position is filled.
6. In filling a temporary vacancy, the following provisions shall govern:
 - a. The vacancy shall be filled by recall of a teacher on layoff from this school district.
 - b. If there is no teacher on layoff from this school district certified for the vacancy, the following provisions shall govern:
The Board may fill the vacancy from any source.
7. In filling a permanent vacancy, the following provisions shall govern:
 - a. The vacancy shall be filled by recall of a teacher on layoff from this school district.
 - b. If there is no teacher on layoff from this school district certified for the vacancy the following provisions shall govern:
The Board may fill the vacancy from any source.
 - c. Whenever any vacancy in any teaching or administrative position in the district shall occur, the Board shall publicize the same by providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days.

ARTICLE VII Layoff and Recall

Section A

No teacher shall be laid off unless there is substantial reduction in the total number of students enrolled into the district or there is substantial reduction in the operating revenues of the district. A teacher subject to layoff for the subsequent school year shall be notified of such layoff in writing at least sixty (60) calendar days prior to the last teaching day of the current school year.

Section B

The teacher (s) in the specific position (s) being reduced or eliminated shall be the teacher (s) notified of layoff with a copy of the layoff sent to the Association President. A teacher notified of layoff shall have the right to replace another member of the bargaining unit who is the least senior teacher within the teacher's certification.

Section C:

Seniority shall be computed from the first day of hire and shall be defined to mean the amount of time continuously employed by the Shelby Public School System. All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause. Time spent in leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. Years of seniority earned while in the employment of Shelby Public Schools, in accordance with the Master Agreement for those years, shall remain as earned seniority regardless of changes made in revised Master Agreements. Seniority rights shall continue to accrue for professional employees who enter a supervisory position providing they have had at least five (5) years earned seniority.

The district shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15, of each year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification. All bargaining unit members as of June 30, 1992, shall be ranked on the list in order of their first day of work, as above defined. All bargaining unit members hired after June 30, 1992, shall be ranked on the list by the date and time of last hire.

Section D

Changes in a teacher's certification after the first work day of the next school year following layoff shall not permit the teacher to be recalled by bumping.

Section E

Teachers on layoff shall be recalled in inverse order of layoff provided the teacher is certified for the vacancy. No new teacher shall be employed by the Board while there are teachers in the district who are laid off unless there are no laid off teachers who are certified to fill the vacancy.

Section F

The Board shall give written notice of recall from layoff by sending a certified letter to the teacher, with a copy sent to the Association President. The teacher shall respond to the notice of recall within twenty-one (21) calendar days of receipt. Refusal or acceptance of a position that is less than full-time shall not affect a teacher's recall rights to a full-time position. Refusal of a full-time teaching position shall terminate the teacher's right to recall.

Section G

In recalling teachers from layoff, no teacher will be terminated, lose recall rights, or seniority, if the teacher is under contract with another employer for one (1) year from time of recall.

Section H

Part-time teachers shall have seniority computed as defined in Article VII, Section C.

ARTICLE VIII Teaching Conditions

Class Size: Because the Shelby Education Association and the Shelby Board of Education recognize the pupil/teacher ratio as an important part of an effective educational program, the parties agree that the ratio will be determined in view of pupil needs, the area of instruction and the grade level. The board will eliminate overcrowding by the following optimum standards.

Section A: Class Size

Class Size.

1. Elementary
 - a. a maximum of 15 students per class, developmental kindergarten
 - b. a maximum of 25 students per class, K-3
 - c. a maximum of 28 students per class, 4-5
 - d. a maximum of 20 students per multi-graded class K-3, 23 for grades 3 and 4, and 25 for grades 4 and 5.

2. Secondary
 - a. English, math, social studies, foreign language and any classes not listed: an average of 30 students per class assigned any teacher.
 - b. Music: 250 students per day maximum
 - c. Physical Education: 200 students per day per teacher maximum at the secondary level only. (The above are based on five class periods per day)
 - d. Industrial and practical arts, art, technology, life skills, and science shall also be limited, within reason, by the number of teaching stations available, except additional students may be included upon mutual agreement among the teacher, principal, and Association.

Section B

Excessive class sizes will be alleviated by implementing one of the following alternatives. Alternatives are to be considered in the order listed:

1. Excess students will be redistributed among other classes at the same grade level or subject area within the affected schools.
2. Additional teachers will be hired
3. Assistants shall be hired to assist teachers in appropriate situations. These situations shall include overloaded classrooms, students with special individualized program needs, and classrooms where the make-up of the students requires additional adult assistance. Use of assistants will be

determined by the building principal, working in conjunction with their staff and will require approval of the superintendent.

4. Secondary Class Size.

Students will be equitably distributed among the various classes to which a secondary teacher is assigned, whenever possible.

5. Students mainstreamed into a non-special education class shall be counted as 2.0 FTE students for this Article.

SECTION C

The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

SECTION D: Substitute Teachers

The Board shall provide substitute teachers for all absent teachers in all regular classes. (Pull out) classes will also be provided with substitute teachers providing substitute teachers are available. (see APPENDIX D: MISCELLANEOUS PROVISIONS)

Section E: Variances

In the event an individual building supports a program that if implemented, would conflict with the terms of the Master Contract, a one (1) year variance shall be granted without precedence, (for that building only), if each variation:

1. is for the purpose of school improvement
2. is not termed precedence setting
3. is approved by 2/3 of the S.E.A. members in the building
4. is approved by 2/3 of the Shelby Board of Education
5. is approved unanimously by the S.E.A. executive board
6. does not involve the discharge or cutback of any personnel
7. has the appropriate form submitted to the S.E.A. president and the superintendent of schools thirty (30) days prior to the date of implementation. (Forms may be obtained at the office of the Superintendent or from the S.E.A. president.)

It is understood that this contract language does not supersede the language in PA 112 on pilot and experimental programs.

See Appendix E for variance form.

Section F

It is understood that any change in contract language must be negotiated and ratified by both parties.

Section G

1. The Board shall ensure that the Association shall be a full participant in any planning the district is involved in regarding least restricted environment.

2. Decision/Notice/Right to Bargain
The Board shall not reduce, eliminate, transfer, or otherwise reorganize any special education program or service so as to diminish the number of actively employed bargaining unit members without first providing written notice to the Association regarding the resolution of any adverse effects upon the employment status or working conditions of all members of the bargaining unit.

ARTICLE IX Teaching Hours

The teachers' normal teaching hours in the school shall be as follows:

Section A. Within the parameters of required hours of instruction, bus schedules, shared staff, and other agreed upon parameters, each building will develop their own schedule for daily operations. This schedule must be approved by the building school improvement team, the building principal, and the superintendent.

Meetings scheduled by the administration at which attendance is required should not exceed a yearly total of twenty (20) hours and should not extend more than one (1) hour beyond the regularly scheduled work day. Meetings shall be held for the purpose of general staff meetings, inservice, and school improvement. Emergency situations are excluded.

Section B

1. Teachers shall be at assigned places of duty ten (10) minutes prior to the time the day's scheduled activities begin (5 minutes at noon).
2. All teachers shall be entitled to a duty-free, uninterrupted lunch period, in no event, less than thirty (30) minutes.
3. Middle and senior high teachers shall have one (1) conference period per day during which they shall be available for school business and/or activities.
4. Elementary teachers shall be provided two (2) recesses per day for planning time. However, if it is necessary to attain the required hours of instruction per day for an individual building, elementary teachers in that building may be assigned an occasional recess duty. No elementary teacher will be assigned or forfeit more than one recess per day, and no recess duty will be assigned once the number of hours of instruction are reached for that building.
5. Teachers will not be required to be on duty for more than 7 1/2 continuous hours including sections B1, B2, B3, and B4.

ARTICLE X Compensable Leave

Section A

Pay for leave will be provided in order to protect a teacher's income during periods of unavoidable absence. The Board's primary concern is periods of personal illness and/or disability; however, in appropriate circumstances, bereavement, personal leave, and emergencies shall constitute usage of compensable leave.

Section B

Teachers shall be entitled to compensable leave accumulation of fifteen (15) days per year. Unused compensable leave days left over at the end of the school year shall be accumulated to a maximum of one hundred (100) days. The Board shall furnish to each teacher a written statement by October 1 of each school year setting forth the total of compensable leave credit. Teachers retiring during the school year shall have their compensable leave days and personal days prorated.

Section C

In the case of death, the monetary value of any unused sick leave, as determined elsewhere in this section, shall be paid in a lump sum to the survivor named by the teacher, and shall have a cash surrender value of fifty (50) percent of the accumulated compensable leave to his or her credit. Such payment shall be computed by multiplying the number of unused compensable leave days times the teacher's daily rate of pay which equals 1/187 of the annual salary at termination of employment. Teachers on the twelfth step of the salary schedule who retire or voluntarily terminate on a given year shall be granted fifteen (15) accumulated days in addition to the maximum of one hundred (100) days on that given year. If a teacher has not accumulated one hundred (100) days, the fifteen (15) days shall be added to his/her earned accumulated days.

Upon receipt of a letter of resignation, the Shelby Board of Education will pay to the staff member who has terminated his/her services, the amount due for unused sick days to be paid ninety (90) days prior to the termination date, or defer the payment of unused sick days for up to one year if requested by the teacher.

Section D: Severance Pay

Severance Pay: Any teacher who is on the twelfth step, upon retirement or termination of services, is eligible to receive severance pay. (see next page)

Severance Pay: The amounts are as follows:

- First fiscal year of retirement or termination -- 25% of salary earned during last year of employment.
- Second fiscal year of retirement or termination -- 15% of salary earned during last years of employment.
- Third fiscal year of retirement or termination -- 10% of salary earned during last year of employment.

A request will be honored for the inverse of the percentages, 10% first year; 15% second year; 25% third year.

The following conditions are attached to severance pay:

1. The teacher must be on the twelfth step.
2. Payments will be made in one (1) lump sum for that fiscal year at a date requested by the teacher.
3. Severance pay becomes effective immediately. A teacher may retire or terminate his/her services at any time during the year. If a teacher retires or terminates during the school year, his/her salary will be prorated. Severance pay will begin the following year.
4. "Salary earned" shall refer to the contracted salary for the teacher but it shall exclude any items from Appendix D. The only exception would be if an activity listed in Appendix D is an integral part of the teaching job description and the staff member has no option as to whether he/she may perform that duty as described in Appendix D. If this is the case, those additional duties shall be considered part of the employee's salary earned during that particular year.
5. In the case of death, the monetary value of the severance pay shall be paid to the survivor named by the teacher as long as all conditions are met as listed in D. 1 through 4.

Section E

It is agreed that the use of leave days will be strictly confined to the legitimate purpose specified in Article X, Section F1&F2. For all absences, the teacher is required to notify the school administration upon first knowledge of necessity for absence. If it is evident a teacher is abusing the use of sick days, the building principal or superintendent shall take appropriate action. The findings of this investigation shall be presented to the teacher and the building representative.

Section F

In case of any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which he/she is regularly assigned, a physician who has treated the teacher through the illness or disability, shall make the final binding determination.

1. *Personal illness*: Bonafide physical incapacity to report for and discharge duties to the extent of unused days credited.
2. *Bereavement or illness*: Leave up to a maximum of six (6) days, when required, will be granted in case of death or illness of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents, grandchildren, brother-in-law, or sister-in-law. The amount of days which will be approved will depend upon the travel and circumstances involved. One (1) day leave each year may be granted for a funeral of one other than that of the immediate family.
3. *Personal Leave*: At the beginning of every school year, each teacher shall be credited with two (2) days to be used for personal leave. A teacher planning to use a personal day (s) shall notify his/her principal at least two (2) days in advance, except in cases of emergency. Personal leave days shall not be deducted from sick days for teachers who are on or beyond the twelfth step. One unused personal leave day will be credited to the following year, resulting in a maximum of three (3) personal leave days.

Additional personal days shall be granted for emergency use. Approval must be granted by the superintendent. If the superintendent's decision is unsatisfactory, the final decision will be made by a mutually agreed upon third party.

As a courtesy, personal day requests for the purpose of deer hunting on November 15 must be made prior to October 15, to be guaranteed. Requests submitted after October 15, for the purpose of deer hunting, will be contingent upon securing substitute teachers. Except in emergencies, all personal days to be used during the months of May and June must be requested 5 days in advance.

4. *Sick Bank*: A sick bank will be established and can be drawn upon by all teachers. The sick bank will be administered by the executive board of the S.E.A. Teachers who have exhausted their accumulated sick leave days may make withdrawals from the sick bank for illness, accidents, or disability. A teacher may not make withdrawals from the sick bank in any given year, until two days of unpaid sick leave have first been utilized. All requests for sick bank use will be in writing to the Shelby Education Association and a copy will be provided to the Superintendent. All sick days borrowed from the sick bank will require a statement from a physician,

psychiatrist, or psychologist who is mutually agreeable to the Board of Education and the Association. The Board will pay the expenses if the teacher's doctor is not acceptable to the Board. The amount of days withdrawn will be no more than the number of days needed between the member's accumulated sick leave and the time period that long term disability (LTD) begins.

Upon leaving the district's employment, the teacher will have the number of days borrowed from the sick bank subtracted from his/her unclaimed sick days for the purpose of payment described in Section A of this article. If the individual teacher has no unclaimed sick days, the debt will be subtracted from his/her severance pay at the same rate that would have taken place had they had unclaimed sick days (subtract 1/2 day's salary for each sick day to be repaid).

5. The Association will be entitled, from their sick leave bank, fifteen (15) days per year by teachers who are officers or agents of the Association; such as to be at the discretion of the Association. Forty-eight (48) hours notice to the administration is required.
6. Any teacher who is subpoenaed by the Board to testify during the school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding, shall be paid his/her full salary less the amount he/she receives for such duty.
7. Disability associated with pregnancy, miscarriage, abortion, or childbirth shall be treated as any other disability.

ARTICLE XI Leaves of Absence

Section A: Sabbatical Leave

Purpose: In order to provide opportunities for maximum professional improvement, sabbatical leave shall be available to teachers for formal, full-time study at a recognized college or university.

1. *Eligibility:*

- a. An applicant must possess a Michigan Life, or Continuing, or Permanent Certificate and must have secured seven (7) consecutive full years of teaching service in the Shelby School District.
- b. Applicants shall not have received a sabbatical leave during the seven (7) years immediately preceding any application.
- c. Each applicant must agree to return to service in the Shelby School District immediately upon termination of sabbatical leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible or there is a mutual agreement to the contrary. A signed agreement recognizing the application of an acceptable accounting practice together with a provision to return to Shelby Schools or to refund for any remuneration received from Shelby Schools during the sabbatical period, shall be requested.

2. *Application:*

- a. Application shall be made to the committee for sabbatical leave on or before annual deadline dates to be established by said committee.
- b. The application shall be accompanied by plans for the use of the sabbatical leave, evidence that the applicant has been accepted into a graduate program, and an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be necessary as determined by the Committee for Sabbatical Leave.

3. *Selection:*

- a. The Committee for Sabbatical Leave shall consist of the President of the S.E.A. and an elementary and a secondary principal appointed by the S.E.A. and the Board. The Committee shall be chaired by the Superintendent of Schools.

- b. Consideration will be given to:
 - 1. Assured eligibility.
 - 2. The proposed teacher's potential for contributing to the applicant's professional growth.
 - 3. The applicant's prior contribution to Shelby Schools and potential for further support.
 - 4. The applicant's need for financial support.
 - 5. Any other pertinent factors as established by the Committee.
- c. In establishing sabbatical leave, the Board may grant sabbatical leave to candidates recommended by the Committee for Sabbatical Leave.

4. *Compensation:*

- a. Compensation will be paid only to the teacher who is working toward filling a deficiency in the instructional force at Shelby. Any payment for a sabbatical leave in whole or part must be approved in each individual case by the Board.
 - 1. A teacher entitled to compensation while on sabbatical leave is responsible to notify the business office of the place to which his/her payroll check shall be addressed when he/she is on leave. Checks will be mailed to that address on or before the regular payday.
 - 2. A teacher shall receive the insurance and retirement fringe benefits as approved for teachers by the Board while on leave.

5. *Miscellaneous Administration Provisions:*

- a. Sabbatical leave may be for a portion of a year but not to exceed two (2) semesters.
- b. A teacher on sabbatical leave may not deviate from his/her approved plan except with the written permission of the Superintendent of Schools.
- c. Any falsification of information by the teacher in application or other report required as part of sabbatical leave may subject the leave to termination by the Committee for Sabbatical Leave.
- d. Sabbatical leave will be automatically terminated should the grantee

be placed upon probationary academic status by his/her college or university.

- e. Upon return from sabbatical leave the teacher shall be advanced on the salary schedule as though he/she had been employed as a teacher during the period of leave. He/she shall be restored to his former position , or to a position of at least comparable nature of status and seniority and pay. (Provided by Section 380.1235 of Michigan School Code)

Section B: *Unpaid Leaves of Absences*

1. A leave of absence up to two (2) years may be granted to any teacher upon application, for the purpose of engaging in study at an accredited college or university reasonably related and equivalent to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the position on the salary schedule following the position held before the leave.
2. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of campaigning for, or serving in a public office. Upon return from such leave, a teacher shall be placed at the position on the salary schedule following the position held before the leave.
3. Unpaid leave of absence may be granted to any teacher, upon application, for circumstances beyond a teacher's control. This leave is not to exceed one (1) year. Upon return from such leave, the same conditions shall be in effect as in B.2.
4. Child Care Leave shall be granted when requested by a teacher in accordance with this Article.
5. Unpaid leave of absence shall be approved by the Board of Education.

ARTICLE XII Continuity of Operation

Section A

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional process during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties of this Agreement have established a grievance procedure under which certain unresolved disputes may be settled by an impartial third party, the parties have removed many of the basic causes of work interruptions.

Section B

Nothing in this Article shall require the Board to keep schools open in event of severe inclement weather. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

Section C

The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike against the Shelby School District for the duration of this contract. Strike shall be defined in accordance with Public Act 112 of 1994.

ARTICLE XIII

Teacher Evaluation and Progress

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish this.

Section A

All monitoring or observation of the work of a teacher shall be conducted in person with the full knowledge of this teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited without teacher approval.

Section B

Teacher evaluation shall be by formal observation. No observation shall unduly interfere with the teacher - learning process. Each observation shall be for not less than one (1) period or the duration of a particular class activity. In no event shall an observation be for less than thirty (30) minutes. Observations shall occur within three (3) and five (5) teaching days following notification.

It shall be an administrative responsibility to assist bargaining unit members in becoming oriented to the district and to improve instruction through direct observation of the bargaining unit member's work and provide written summaries of those observations together with any recommendations the administrator may have for the bargaining unit member.

Section C

Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria on which he/she will be evaluated. The criteria shall be limited to the following areas:

1. Knowledge of subject matter
2. Techniques of instruction
3. Classroom management
4. Relationships with pupils, parents and professional colleagues.

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school and social environment and that the teacher alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.

Test results of academic progress of students shall not be used in any way as evaluative of the quality of a bargaining unit member's service or fitness for retention. Any review of the success rate of program or performance objectives as provided in the Special Education Code and Vocational Education Code or for other subject areas or disciplines shall not be utilized to evaluate the quality of a bargaining unit member's service or fitness for retention.

Section D

Teaching assignments outside the teacher's area of certification shall not be evaluated.

Section E

Evaluations shall be by personal observation in and outside of the classroom, during school hours, conducted by the teacher's immediate supervisor. In addition, it is recommended that each teacher have his/her students evaluate his/her performance at least once during the school year using either a form supplied by the building principal, or some other way of student evaluation of his/her own choice.

Section F

All formal evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Section G

Following each formal evaluation, which shall include a conference with the evaluator, the teacher shall sign and be given a copy of the evaluation report prepared by his/her evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A teacher may submit a self-evaluation and/or submit additional comments to the written evaluation if he/she desires. All written evaluations are to be placed in the teacher's personal file.

Section H:

Probationary teachers shall be observed for the purpose of evaluation at least three (3) times during the school year. These observations shall occur during the following schedule: at least one prior to November 15, a second between November 16 and January 15, and a third between January 16 and March 1. Tenure teachers shall be

observed at least once every three (3) school years beginning no sooner than October 1, and ending no later than May 1.

Section I

No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons in writing and a copy will be given to the Association.

Section J

Each teacher's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this teacher is: (check one) _____ satisfactory; _____ unsatisfactory."

Section K

Each teacher shall have the right, upon request, to review the following from his/her personal file:

1. Annual TB report and required medical information
2. All teacher evaluation reports
3. Copies of annual contracts
4. Teacher certificate
5. Transcript of academic records
6. Tenure recommendation

Section L:

No teacher shall have a major discipline (including written reprimands, suspension, reductions in rank or professional advantage, discharge, or any other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of bargaining unit member performance shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for major disciplinary action will be made available to the teacher in writing.

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the bargaining unit

member until such representative of the Association is present. Should disciplinary action likely occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under provision of the agreement.

If discharge of bargaining unit member (including denial of tenure or demotion) is to be considered because of inadequacies observed in the bargaining unit member's professional work with students, such action must minimally be preceded by:

1. Observations of the inadequacies by more than one (1) administrator through the evaluation process described elsewhere in the Agreement.
2. Clear direction that the bargaining unit member must improve and the consequences of failure to do so.
3. Adequate opportunity for the bargaining unit member to make improvements.
4. Assistance from administrators and school district resources to help the bargaining unit member improve.

Further, bargaining unit members who are given unusual responsibilities, or difficult situations in which to work, such as assignment outside their area of preparation, large numbers of students with learning or behavior problems and/or large classes, will not be expected to meet the same performance standards as other bargaining unit members.

Section M

Any complaint against a bargaining unit member or person for whom the bargaining unit member is administratively responsible by any parent, student or other person will be promptly called to the attention of the bargaining unit member. Complaints shall not be incorporated into the bargaining unit member's evaluation or personnel file unless the bargaining unit member has been informed of the complaint.

Complimentary comments and letters shall also be incorporated into the bargaining unit member's evaluation or personnel file.

ARTICLE XIV Professional Grievance Procedure

Section A

A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as hereafter provided.

Section B

In the event that a teacher believes there is a basis for grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by an Association representative.

Section C

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure within one (1) year of the alleged grievance, through the Association on the form set in Appendix C, signed by the grievant. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him/her.

Section D

Within five (5) teaching days of receipt of the grievance by the designated representative of the Superintendent, he/she shall meet with the Association in an effort to resolve the grievance. The Association in the grievance procedure shall for purpose of this Agreement, be the Association representative or his/her designee. Affected teachers may or may not be present at such meetings. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have ten (10) teaching days thereafter to approve or deny it. If the grievance shall be denied by the Superintendent, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is to be denied.

Section E

Within twenty (20) teaching days from receipt of the grievance, the Board shall initiate action. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance; provided, however, that in no event, except with the expressed written consent of the Association,

shall final determination of the grievance be made by the Board more than thirty (30) teaching days after its submission to the Board.

Section F:

If the Association is not satisfied with the disposition of the grievance at the previous level, or if no disposition has been made within the period above provided, the Association may file a demand for arbitration of the dispute with the American Arbitration Association, whose rules shall govern the arbitration proceeding.

1. The arbitrator shall have no authority to add to, subtract from, modify, change, alter, or amend terms and conditions of the Agreement.
2. The fees and expenses of the arbitrator shall be paid by the losing party and the arbitrator shall be empowered to assess costs in accordance with this concept.
3. The decision of the arbitrator shall be final and binding.
4. If the parties cannot agree as to the arbitrator within five (5) teaching days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

Section G

If any probationary, tenure teacher or bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher or bargaining unit member shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the teacher and his/her record expunged of any reference to this action.

Section H

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section I

Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section J

"Teaching days" shall be defined as Mondays through Fridays, except for scheduled school closings during the regular school year, emergency closings called by the administration or legal holidays during the summer.

Section K

Grievance form is in Appendix C.

ARTICLE XV
Retirement Policy

Section A

The Board shall not adopt, nor impose any policy regarding the retirement age of teachers which is in conflict with provisions of this Agreement or applicable State and Federal laws.

ARTICLE XVI

Negotiation Procedure

Section A

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other with the consent of the second party. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section B

At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement.

Section C

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of those voting in the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

Section D

If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

Section E

The employer will consult with the S.E.A. before a decision is made concerning a working condition not specifically covered in this contract.

ARTICLE XVII
Calendar Language

Section A

The Board agrees to negotiate with the Association regarding the school year calendar. After the calendar is established, there shall be no deviation or change in the school calendar except by mutual agreement of the Board and the Association. The school calendar shall be contained in Appendix F of this Agreement.

ARTICLE XVIII
Duration of Agreement

This Agreement shall be effective as of the beginning of the 1999-2000 school year, and shall continue in effect through the 2001-2002 school year.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In the event that either party at any time wishes to reopen negotiations on any other Article contained herein, a two-thirds (2/3) vote of S.E.A. members and one hundred (100) percent vote of the Board will be required.

This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which this Agreement shall be merged or combined:

ARTICLE XIX

Reorganizations

Section A

Scope. This article applies to school district consolidations, annexations, dissolution, cooperative programs and consortia in which the employer may become involved. Unless otherwise indicated, all of these will be referred to as "reorganizations."

Section B

Notice. The Board shall notify the Association immediately whenever a district reorganization is contemplated, proposed, or discussed with any other school district.

Section C

Recognition. In the event this district becomes involved in a reorganization with one or more districts or other entities, the Board will use every effort possible to assure the continued recognition of the Association as the collective bargaining agent for the S.E.A. bargaining unit employees involved.

APPENDIX A SALARY

1999-2000
2.95%

STEP	B.A.	B.A. + 20	M.A. or B.A. + 35	M.A. + 20
1	\$28,119	\$28,963	\$30,085	\$31,224
2	\$29,601	\$30,543	\$31,810	\$33,070
3	\$31,085	\$32,122	\$33,532	\$34,915
4	\$32,566	\$33,701	\$35,257	\$36,761
5	\$34,048	\$35,282	\$36,980	\$38,605
6	\$35,532	\$36,862	\$38,704	\$40,449
7	\$37,014	\$38,442	\$40,426	\$42,294
8	\$38,498	\$40,023	\$42,152	\$44,141
9	\$39,981	\$41,601	\$43,873	\$45,986
10	\$41,463	\$43,181	\$45,598	\$47,831
11	\$42,945	\$44,761	\$47,321	\$49,676
12	\$44,427	\$46,341	\$49,044	\$51,519
15	\$45,315	\$47,268	\$50,024	\$52,550
20	\$46,221	\$48,214	\$51,025	\$53,601
25	\$47,146	\$49,178	\$52,045	\$54,673

1999-2000 2.95% plus step 25, one professional day, and one student day @ 0.5%

2000-2001
2.95%

STEP	B.A.	B.A. + 20	M.A. or B.A. + 35	M.A. + 20
1	\$29,089	\$29,962	\$31,123	\$32,302
2	\$30,622	\$31,596	\$32,907	\$34,211
3	\$32,157	\$33,230	\$34,689	\$36,120
4	\$33,690	\$34,864	\$36,473	\$38,029
5	\$35,223	\$36,499	\$38,256	\$39,937
6	\$36,758	\$38,134	\$40,039	\$41,844
7	\$38,291	\$39,768	\$41,821	\$43,754
8	\$39,826	\$41,404	\$43,606	\$45,664
9	\$41,361	\$43,037	\$45,387	\$47,572
10	\$42,893	\$44,671	\$47,171	\$49,481
11	\$44,427	\$46,305	\$48,954	\$51,389
12	\$45,959	\$47,940	\$50,736	\$53,297
15	\$46,879	\$48,899	\$51,750	\$54,362
20	\$47,816	\$49,877	\$52,785	\$55,450
25	\$48,772	\$50,875	\$53,841	\$56,559

2000-2001 2.95% plus one student day @ 0.5%

APPENDIX A (continued)
SALARY SCHEDULE
2001-2002
2.95%

STEP	B.A.	B.A. + 20	M.A. or B.A. + 35	M.A. + 20
1	\$30,020	\$30,921	\$32,119	\$33,335
2	\$31,602	\$32,607	\$33,960	\$35,306
3	\$33,186	\$34,294	\$35,799	\$37,276
4	\$34,768	\$35,979	\$37,640	\$39,246
5	\$36,350	\$37,667	\$39,480	\$41,215
6	\$37,934	\$39,354	\$41,320	\$43,183
7	\$39,517	\$41,041	\$43,159	\$45,154
8	\$41,100	\$42,728	\$45,001	\$47,125
9	\$42,684	\$44,414	\$46,839	\$49,094
10	\$44,266	\$46,100	\$48,680	\$51,065
11	\$45,848	\$47,787	\$50,520	\$53,034
12	\$47,430	\$49,474	\$52,359	\$55,002
15	\$48,379	\$50,464	\$53,406	\$56,102
20	\$49,346	\$51,473	\$54,474	\$57,224
25	\$50,333	\$52,503	\$55,564	\$58,369

2001-2002 2.95% plus one professional day @ 0.25%

SALARY SCHEDULE ADVANCEMENT

In order for credit hours to be counted toward advancement or lateral transfer on the salary schedule, the following provision must be met:

The course must be approved by the Superintendent. If the merit of the course is questioned by the Superintendent, then a final decision will be rendered by the committee. The committee shall consist of the Superintendent, the S.E.A. President, and a mutually agreed upon third person.

Advancement on the salary schedule shall go into effect the semester following the successful completion of the credit hours needed for advancement.

SUPPLEMENTAL PAY

Years 13-15: 2% on the individual's base (step 1) shall be paid in addition to the regular salary if three (3) credit hours or the CEU equivalent are earned between the end of the 12th year and before the end of the fifteenth year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

Years 16-18: 3% on the individual's base (step 1) shall be paid in addition to the regular salary if three (3) credit hours or the CEU equivalent are earned between the end of the 15th year and before the end of the eighteenth year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

Years 19-21: 4% on the individual's base (step 1) shall be paid in addition to the regular salary if six (6) credit hours or the CEU equivalent are earned between the end of the 18th year and before the end of the twenty-first year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

Years 22-24: 5% on the individual's base (step 1) shall be paid in addition to the regular salary if six (6) credit hours or the CEU equivalent are earned between the end of the 21st year and before the end of the twenty-fourth year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

Year 25: 6% on the individual's base (step 1) shall be paid in addition to the regular salary if six (6) credit hours or the CEU equivalent are earned between the end of the 18th year and before the end of the twenty-first year. Supplemental pay will become effective during the semester immediately following when the credits were earned. If the teacher has met the requirements for years 22-24, then only three (3) credit hours or the CEU equivalent need to be earned.

SUPPLEMENTAL PAY: STIPULATIONS

1. Credit courses may not be duplicated.
2. A transcript of the completed course (s) must be placed on record in the office of the superintendent.
3. Credit courses must be approved by the superintendent.
4. A teacher may appeal the superintendent's disapproval of a course by requesting, in writing to the President of the Association, a hearing. Hearing

Summer employment is to be applied for each spring to the building principal and/or athletic director in writing by March 15. An answer will be rendered by April 15. Building principals and/or athletic directors may ask members of the bargaining unit to work under the conditions of the Article if the need should arise after April 15.

Section E: Mentoring

Teachers who agree to serve as mentors will work closely with the mentee and the mentee's building principal throughout the year to monitor the progress of the mentee teacher and address concerns that might arise. The mentor teacher will follow the mentoring guidelines as set forth in the *Mentor Checklist* which will be given to each mentor at the beginning of the school year. The mentor shall receive \$300 to be paid in one lump sum at the conclusion of the school year.

Section F: The superintendent shall have the discretion to determine the maximum *transfer credit* for all certified teachers. Non-certified personnel shall have a maximum transfer credit of three (3) years.

Section G: Mileage: The reimbursement rate for mileage shall be 80% of the current IRS rate.

Section H: The Shelby Board of Education agrees to pay all employer contributions required by the Office of Retirement Services.

APPENDIX B
INSURANCE

The board shall provide each eligible employee the MESSA-Pak package for a full twelve (12) month period for the employee and family. Each employee shall have one of three options, A, B, C.

OPTION A shall include Super Care I Health Care, MESSA LTD, Delta Dental 80/80/80/\$1300, negotiated life \$10,000 with accidental death and dismemberment, Vision VSP I, and the MESSA Care rider.

OPTION B shall include MESSA LTD, Delta Dental 90/90/90/\$1500, negotiated life \$15,000, Vision VSP 2, plus a flexible benefit plan which allows for an annuity, MESSA options, or a cash payment option amounting to the difference between the single subscriber benefit rate and the cost of Option B.

OPTION C shall include MESSA LTD, negotiated life \$15,000 with accidental death and dismemberment, VSP 2, plus a flexible benefit plan which allows for and annuity, MESSA options, or a cash payment option amounting to the difference between the single subscriber benefit rate and the cost of Option C.

In the event an employee has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year as defined in the next paragraph.

The board shall make payment of insurance premiums for all persons employed during the school year who have completed their contractual obligations to assure insurance coverage for a full twelve (12) month period commencing September 1, and ending August 31. Should an employee die during the term of his/her contract, the board shall continue payment of the applicable insurance premiums through the following August 31.

APPENDIX C
PROFESSIONAL GRIEVANCE FORM

School District: SHELBY PUBLIC SCHOOLS

Grievance Number:

School Building

Date of Violation:

Date of Grievance:

Subject to the provisions of the professional negotiations agreement between the board and the association, I hereby authorize the representative (s) of the association recognized the board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF GRIEVANCE:

REMEDY REQUEST:

**APPENDIX D
EXTRA CURRICULAR COMPENSATION
& MISCELLANEOUS PROVISIONS:**

Appendix D pay will be based on the BA step reflecting the number of years experience at that position, up to a maximum of Step 12.

ATHLETICS:

1.	Middle School Athletic Director	12%
2.	Baseball	
	-varsity	11%
	-junior varsity	7%
3.	Basketball	
	-varsity	12%
	-junior varsity	9%
	-freshman	7%
	-8 th	6%
	-7 th	6%
	-elementary	5%
4.	Cheerleading Advisor	
	-varsity/junior varsity (fall)	8%
	-varsity/junior varsity (winter)	9%
	-middle school	4%
5.	Cross Country	
	-varsity	8%
	-middle school	4%
6.	Football	
	-varsity	12%
	-assistant varsity	9%
	-junior varsity	9%
	-assistant junior varsity	8%
	-middle school	6%
	-assistant middle school	4%
	(if numbers exceed 22 at first contest)	

7.	Golf		
	-varsity		6%
8.	Softball		
	-varsity		11%
	-junior varsity		7%
9.	Track		
	-varsity		11%
	-assistant varsity (up to 4)		7%
	-middle school (girls)		6%
	-middle school (boys)		6%
10.	Volleyball		
	-varsity		12%
	-assistant varsity		8%
	-8 th		6%
	-7 th		6%
11.	Wrestling		
	-varsity		12%
	-assistant varsity		7%
	-middle school		6%
	-assistant middle school		4%
	(if numbers exceed 15 at time of first meet)		
	-elementary		5%
12.	Soccer		
	-varsity		8%
<u>Other:</u>			
1.	Band (marching, pep, concert)		12%
2.	Vocal Music		8%
3.	Band (middle school and elementary)	(pending job description)	
4.	Class Advisors (based on 4 th step)		
	-9 th		2%
	-10 th		2%
	-11 th		3%
	-12 th		4%
5.	Drama		9%

6.	Technology Club	3%
7.	Quiz Bowl	2%
8.	Student Council	
	-elementary advisors for approved programs	2%
	-middle school advisor	2%
	-high school advisor	4%
9.	Yearbook	7%
10.	National Honor Society	3%
11.	Math Department Chairperson (contest coordinator)	2%
12.	Science Department Chairperson (contest coordinator)	2%
13.	Safety Patrol coordinators for Thomas Read & New Era	2%

Head coaches or other interested parties may at anytime request additions/deletions to this Appendix. Additions/deletions can be made with the consent of all of the following:

1. Superintendent
2. Building Principal
3. SEA President
4. Board President

APPENDIX E
TEMPORARY CONTRACT VARIATION REQUEST FORM

Submit thirty (30) days prior to date of implementation:

Name of Program: _____ Date _____

Building: _____

Proposed Starting Date: _____

Proposed Ending Date: _____

Contact Person: _____

Other People Involved in the Planning: _____

Description of the Proposed Program: _____

Anticipated Contract Implementation (if known): _____

Impact on Staff: _____

Identify Goals and Objectives of the Program: _____

Describe Process for Assessing Program: _____

Copies to: Building Principal
S.E.A. President
Superintendent

Shelby Public Schools 1999-2000 District Calendar

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

184 Student Days Δ = half day
 187 Staff Days ○ = vacation
 - = staff day

Aug. 26/27.. Teacher Inservice/Work Days
 Aug. 30..... First Day of School
 (1/2 Day for Students)

Sept. 6 Labor Day Break
 Oct. 21/22..... Parent-Teacher Conf.
 (1/2 Days for Students)

Nov. 25/26..... Thanksgiving Break
 Dec. 18-Jan. 2 Holiday Break

Jan. 21End of 1st Semester
 (1/2 Day for Students)

Feb. 25..... Snow Day Make-Up

Mar. 9/10..... Parent-Teacher Conf.
 (1/2 Days for Students)

Apr. 1-9 Spring Break
 Apr. 21 Good Friday (1/2 Day)

May 29 Memorial Day Break

June 8 Last Day for Students
 (1/2 Day for Students)

June 9 Teacher Work Day