

1113

J. 8/31/94
Ash

1 9 9 2 - 1 9 9 4

Master Agreement

SHELBY BOARD OF EDUCATION
AND
SHELBY EDUCATION ASSOCIATION

Shelby Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

MICHIGAN STATE UNIVERSITY
RELATIONS COLLECTION
LABOR AND INDUSTRIAL

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|---|----------------|
| I | Recognition | 1 |
| II | Management Rights | 2 |
| III | Teacher Rights | 3 |
| IV | Teaching Hours | 4 |
| V | Calendar Language | 5 |
| VI | Professional Qualifications and Assignments | 6 |
| VII | Deductions for Professional Dues | 7, 8 |
| VIII | Teaching Conditions | 9, 10, 11 |
| IX | Compensable Leave | 12, 13, 14, 15 |
| X | Leaves of Absence | 16, 17, 18 |
| XI | Continuity of Operations | 19 |
| XII | Professional Grievance Procedure | 20, 21 |
| XIII | Transfer and Vacancies | 22, 23 |
| XIV | Teacher Evaluation and Progress | 24, 25, 26, 27 |
| XV | Layoff and Recall | 28, 29 |
| XVI | Retirement Policy | 30 |
| XVII | Negotiation Procedure | 31 |
| XVIII | Duration of Agreement | 32 |
| XIX | Reorganizations | 33 |
| APPENDIX A | Calendar | 34 |
| APPENDIX B | Professional Grievance Report | 35, 36 |
| APPENDIX C | Salary Schedules | 37, 38 |
| APPENDIX D | Extra-curricular Pay | 39, 40 |
| | Insurance | 41 |
| | Supplemental Pay | 42, 43 |
| | Summertime Employment | 44 |
| | Request for Temporary Contract | 45 |

SHELBY BOARD OF EDUCATION AND SHELBY EDUCATION ASSOCIATION
1992-1994 AGREEMENT

ARTICLE I
Recognition

The Board hereby recognizes the Shelby Education Association as the exclusive bargaining representatives, as defined in Act 336 of the Public Acts of 1947 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, aides, 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 and reference to male teachers shall include reference to all teachers.

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:

- A. To the executive management and administrative control of the school system and its properties and facilities;
- 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.
- C. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations;
- D. Adopt rules and regulations;
- E. Determine the qualifications of employees;
- F. Determine the number and location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, building or other facilities.
- G. Determine all financial and educational policies;
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

ARTICLE III
Teacher Rights

- 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, and the Association agrees to be bound by any lawful order or award of the arbitrator appointed pursuant to the provisions of this contract.
- 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
Teaching Hours

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

1. A. Senior High teachers shall be in their assigned school from 8:10 a.m. to 3:10 p.m.
 - B. Middle School teachers shall be in their assigned school from 8:10 a.m. to 3:10 p.m.
 - C. Due to bus scheduling: Thomas Read Elementary teachers shall be in their assigned school from 8:10 a.m. to 3:05 p.m. New Era Elementary teachers shall be in their assigned school from 8:05 a.m. to 3:15 p.m. Benona Elementary teachers shall be in their assigned school from 8:00 a.m. to 3:25 p.m.
 - D. 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 regular work day as defined above. Meetings shall be held for the purpose of general staff meetings, inservice, and school improvement. Emergency situations are excluded.
2. A. 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).
 - B. All middle and senior high teachers shall be entitled to a duty-free, uninterrupted lunch period, in no event, less than thirty (30) minutes. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period, in no event, less than forty-five (45) minutes, subject to emergency situations or problems connected with inclement weather. Benona teaching time shall be equalized by extended lunch and/or recess.
 - C. Elementary teachers shall be provided two (2) recess periods per day and 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.
 - D. Teachers will not be required to be on duty for more than 7 1/2 continuous hours including sections A, B, and C above.

ARTICLE V
Calendar Language

- 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 A of this Agreement.

ARTICLE VI
Professional Qualifications and Assignments

- 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.
- 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.
- 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 seven (7) days.
- D. ELIGIBILITY FOR CREDIT HOUR ADVANCEMENT ON SALARY SCHEDULE. 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.
- E. Advancement on the salary schedule will be by semester rather than by year. The pay increase will go into effect during the semester the credit hours are completed.

ARTICLE VII
Deductions for Professional Dues

- A. Each teacher covered by the negotiated agreement between the Shelby Education (S.E.A.) 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.
- 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 Fee 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 Fee Committee.
1. The Fair Share Fee Committee shall be organized by the Superintendent and shall be made up of two (2) S.E.A. officers, two (2) Board members, two (2) administrators, and two (2) teachers selected by the S.E.A.
 2. The Fair Share Fee 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 Fee Committee must be activated and both parties should receive an annual report accounting for fees directed by the committee.
- 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 on the last payroll check in September.
- 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, misfeasance or malfeasance of the Board or its agents.

ARTICLE VII

Deductions for Professional Dues - continued

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.
- 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 Fee Committee treasurer pursuant to the designation by the teacher.
- F. Pursuant to number 8 listed on the individual Contract of Employment, the placing of the teacher's signature upon his/her contract shall authorize deduction of dues or the Fair Share Fee.
- 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 Fee Committee. If a teacher refuses to designate this deduction, it shall be given to the S.E.A.

ARTICLE VIII
Teaching Conditions

Class Size: Because the Shelby Education Association and the Shelby Board of Education recognize the pupil/teacher ratio is 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:

A. 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, 4-6
- d. a maximum of 20 students per multi-graded class K-3, 23 grades 3 and 4, 25 grades 4 and 5.

2. Secondary

- a. English, math, social studies, foreign language, drafting, science, biology. Any classes not listed: 150 students maximum per day assigned any teacher.
- b. Typing: not more than the number of work stations.
- c. Music: 250 students per day maximum.
- d. Physical Education: 200 students per day per teacher maximum at the secondary level only.
- e. Industrial Arts: 120 students per day maximum
- f. Remedial Reading: 100 students per day maximum
- g. Art: 125 students per day maximum
- h. Home Economics: 120 students per day maximum

(The above is based upon five (5) class periods per day)

3. Industrial and practical arts classes shall also be limited by the number of teaching stations available, except additional students may be included upon mutual agreement between the teacher, principal, and the Association.

4. Resource Rooms

Class size shall conform to the special education laws as mandated.

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. Aides shall be hired to assist teachers in overloaded classrooms. At least one (1) hour of aide time shall be appropriated for each student in excess of the maximum load. A teacher may decline the use of an

ARTICLE VIII

Teaching Conditions - continued

- aide if he/she wishes, by mutual agreement with the administration.
3. Aide time shall be computed on the first full day of school, the second Monday, and at the beginning of every marking period thereafter.
 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.
- C. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- D. 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.
- E. Elementary libraries will be open for students' use twice during each week.
- F. 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 following 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)
- G. It is understood that any change in contract language must be negotiated and ratified by both parties.
- H. Least Restrictive Environment.
1. Local district planning: Upon signing of this Agreement the Board shall immediately meet with the Association and fully advise it regarding the history and status of all current and prospective planning activities relating to the implementation of the least restricted environment (L.R.E.) concept throughout the intermediate school district, the district, or any portion thereof. Whether such planning has commenced or not, from the signing of this agreement forward, wherever

ARTICLE VIII

Teaching Conditions - continued

such planning activities occur, the Board shall ensure that the Association shall be a full participant in any planning as a part of any such planning activities involving the intermediate school district.

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
Compensable Leave

- 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.
- 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.
- 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. Once the twelfth step of the salary schedule is reached, the accumulated compensable leave to his/her credit shall have a cash surrender value of fifty (50) percent. Such payment shall be computed by multiplying the number of unused compensable leave days times the teacher's daily rate of pay (one day's pay equals 1/182 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.

Regardless of the number of days used during the last year of employment, a minimum of ten (10) 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. This would give the staff member the option of purchasing years of service with one-half (1/2) of the unused sick pay as outlined in Article IX.

- D. Severance Pay: Any teacher who is on the maximum step, upon retirement or termination of services, is eligible to receive 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 year of employment.

ARTICLE IX
Compensable Leave - continued

- 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 maximum step.
2. No payments will be made after a teacher reaches the age of 62.
3. Payments will be made in one (1) lump sum for that fiscal year at a date requested by the teacher.
4. 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.
5. "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.
6. 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 5.

In other words, the named survivor shall receive the severance pay the teacher would have received had death not occurred.

- E. It is agreed that the use of leave days will be strictly confined to the legitimate purpose specified in Article IX "F". For all absences, the teacher is required to notify the school administration upon first knowledge of necessity for absence.
- F. In case 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.

ARTICLE IX

Compensable Leave - continued

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. If it is evident a teacher is abusing the use of sick days, the building principal or superintendent shall investigate the incident. The findings of this investigation shall be presented to the teacher and the building representative. The superintendent shall take appropriate action. The findings of this investigation shall be presented to the teacher and the building representative.
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 maximum step. 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.

Personal Business Leave: Unused personal days shall accumulate from year to year, as personal business leave, to a total of six (6) days. Personal business leave shall be used to attend to business that is conducted during the school day. 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 business leave days shall not be deducted from sick days for teachers who are on or beyond the maximum step.

Personal Business days shall be approved or disapproved by the superintendent. The superintendent's decision shall be final and non-grievable.

4. A sick leave bank shall be set up in which the days over maximum will be deposited and can be drawn by all professional personnel with the approval of the Superintendent and President of the Association.

ARTICLE IX

Compensable Leave - continued

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 use 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 child-birth shall be treated as any other disability.

ARTICLE X
Leaves of Absence

A. Sabbatical Leave:

Purpose: In order to provide opportunities for maximum professional improvement, Sabbatical Leave shall be available to teachers for formal, fulltime study at a recognized college or university.

1. Eligibility:

- a. An applicant must possess a Michigan Life, Continuing, 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. Applications 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, who will vote only in the event of a tie.
- b. Consideration will be given to:
 1. Assured eligibility.
 2. The proposed leavee's potential for contributing to the applicant's professional growth.
 3. The applicant's prior contribution to the Shelby Schools and potential for future support.
 4. The applicant's need for financial support.
 5. Any other pertinent factors as established by the Committee.

ARTICLE X

Leaves of Absence - continued

- 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, if possible, or to a position of at least comparable nature of status and seniority and pay. (Provided by Section 380.1235 of Michigan School Code)
- B. Unpaid Leave 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.

ARTICLE X

Leaves of Absence - continued

3. Child Care Leave shall be granted when requested by a teacher in accordance with this Article.
4. 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, Article X.
5. Unpaid leave of absence shall be approved by the Board of Education.

ARTICLE XI
Continuity of Operation

- 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.

- 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. If "snow days" are to be made up after the scheduled ending date, they shall be half day sessions for students and staff.

- 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 336 of 1947, as amended.

ARTICLE XII
Professional Grievance Procedure

- 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.
- B. In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by an Association representative.
- 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 through the Association on the form set in Appendix B, 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.
- 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 disapprove 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 disapproved.
- 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.
- 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 costs and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XII

Professional Grievance Procedure - continued

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.
- 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.
- 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.
- I. Notwithstanding the expiration of the Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- 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.
- K. Grievance form is in Appendix B.

ARTICLE XIII
Transfer and Vacancies

A. Transfer

1. The word "transfer" shall mean a change in:
 - a. Building assignment
 - b. Grade level assignment in grades DK-6
 - 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.

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, teachers' 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.

ARTICLE XIII

Transfer and Vacancies - continued

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 the 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 provision shall govern:

The Board may fill the vacancy from any source.

ARTICLE XIV
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.

- 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.
- B. Teacher evaluation shall be by formal observation. 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.

- C. No observation shall unduly interfere with the teacher-learning process. The first formal observation of a probationary teacher shall occur within three (3) and five (5) days following notification.
- D. 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.

ARTICLE XIV

Teacher Evaluation and Progress - continued

- E. Teaching assignments outside the teacher's area of certification shall not be evaluated.
- F. 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.
- G. 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.
- H. 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.
- I. Probationary teachers shall be observed for the purpose of evaluation at least three (3) times during the school year. These observations shall occur at least one (1) month following a teacher's commencement of service, three (3) months after a teacher's commencement of service, and ninety (90) days prior to the end of the probationary year. Tenure teachers shall be observed at least once every two (2) school years beginning no sooner than October 1, and ending no later than April 1.
- J. 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

ARTICLE XIV

Teacher Evaluation and Progress - continued

the specific reasons therefore, in writing, and a copy given to the Association.

- K. 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."
- L. 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
- M. 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, placement on a third year of probation, 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.

ARTICLE XIV

Teacher Evaluation and Progress - continued

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.

- N. 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 XV
Layoff and Recall

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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.

ARTICLE XV

Layoff and Recall - continued

- G. 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 fulltime shall not affect a teacher's recall rights to a fulltime position. Refusal of a full time teaching position shall terminate the teacher's right to recall.
- H. 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.
- I. Part-time teachers shall have seniority computed as defined in Article XV, D.

ARTICLE XVI
Retirement Policy

- 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 XVII
Negotiation Procedure

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

This Agreement shall be effective as of September 1, 1992, and shall continue in effect through August 31, 1994.

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.

When the Board makes a decision (fall/winter of 1992) regarding grade level buildings, the Board agrees to open negotiations with the S.E.A. within thirty (30) days of the decision, on the following portions of the contract:

- A. Article IV
- B. Article VIII
- C. Appendix C (will be reopened only if there is a proposed change in number of minutes members are required to be on duty.)
- D. Appendix D

ARTICLE XIX
Reorganizations

- A. Scope. This article applies to school district consolidations, annexations dissolutions, cooperative programs and consortia in which the employer may become involved. Unless otherwise indicated, all of these will be referred to as "reorganizations."
- B. Notice. The Board shall notify the Association immediately whenever a district reorganization is contemplated, proposed, or discussed with any other school district.
- 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

Appendix A - To be approved by July 1 of each year and is to include the same number of instruction and contract days as in the 1992-1993 calendar.

Teachers on less than fulltime employment shall be paid at the regular per diem rate (prorated) when required to be in attendance outside the regular school day.

SHELBY PUBLIC SCHOOLS
1992-1993 School Calendar

6-252

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 21

| 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 22

| 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 19

| 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 16

| 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 20

| 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 19

| 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 | | | | | | |

MARCH 23

| 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 17

| 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 20

| 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 3

| 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 | | | |

- Aug. 31 - Teacher Orientation
- Sept. 1 - First Student Day-All Day
- Sept. 7 - Labor Day-No School
- Sept. 14 - Teacher Inservice-1/2 Day
- Oct. 21 - P/T Conferences-1/2 Day Elem. Only
- Oct. 22,23 - P/T Conferences-1/2 Days
- Nov. 26,27 - Thanksgiving Break
- Dec. 23-Jan. 3 - Christmas Break

- Jan. 22 - Records Day-1/2 Day
- Feb. 9 - Teacher Inservice-1/2 Day
- Feb. 19 - Mid Winter Break or Snow Day Make-up
- Mar. 10 - P/T Conferences-1/2 Day Elem. Only
- Mar. 11,12 - P/T Conferences-1/2 Days
- Apr. 5-9 - Spring Break
- May 31 - Memorial Day-No School
- June 3 - Last Full Day for Students
- June 4 - Last Day for Teachers

**180 Days for Students
182 Days for Teachers**

APPENDIX B
Professional Grievance Report

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 by 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 B-continued
Professional Grievance Report

Approved for processing:

Date:

Signature of Grievant:

Principal's Disposition:

Date:

Signature of Principal:

Association's Disposition:

Satisfactory

Unsatisfactory

Date:

Superintendent's Disposition:

Date:

Signature of Superintendent:

Association's Disposition:

Satisfactory

Unsatisfactory

Date:

Board of Education's Disposition:

Date:

Signature of Board Secretary:

Association's Disposition:

Satisfactory

Unsatisfactory

Arbitrator's Disposition:

Date:

Signature of Arbitrator:

Note: All provisions of the current master agreement will be strictly observed
in the settlement of grievances.

3
2
22630
4

APPENDIX C
Shelby Public Schools
1992-1993 Salary Schedule

| Step | B.A. | B.A. 20 | M.A. B.A. + 35 | M.A. + 20 |
|------|--------|---------|-------------------|-----------|
| 1 | 22,630 | 23,310 | 24,213 | 25,130 |
| 2 | 23,823 | 24,581 | 25,600 | 26,615 |
| 3 | 25,016 | 25,853 | 26,987 | 28,100 |
| 4 | 26,210 | 27,124 | 28,375 | 29,585 |
| 5 | 27,403 | 28,396 | 29,762 | 31,070 |
| 6 | 28,596 | 29,667 | 31,149 | 32,555 |
| 7 | 29,789 | 30,939 | 32,536 | 34,040 |
| 8 | 30,983 | 32,210 | 33,923 | 35,525 |
| 9 | 32,176 | 33,482 | 35,310 | 37,010 |
| 10 | 33,369 | 34,753 | 36,698 | 38,495 |
| 11 | 34,562 | 36,025 | 38,085 | 39,980 |
| 12 | 35,756 | 37,296 | 39,472 | 41,465 |

APPENDIX C
 Shelby Public Schools
 1993-1994 Salary Schedule

| Step | B.A. | B.A. 20 | M.A. B.A. + 35 | M.A. + 20 |
|------|--------|---------|-------------------|-----------|
| 1 | 23,762 | 24,476 | 25,424 | 26,387 |
| 2 | 25,015 | 25,838 | 26,881 | 27,946 |
| 3 | 26,268 | 27,200 | 28,337 | 29,506 |
| 4 | 27,521 | 28,563 | 29,794 | 31,065 |
| 5 | 28,774 | 29,925 | 31,250 | 32,624 |
| 6 | 30,027 | 31,287 | 32,707 | 34,183 |
| 7 | 31,280 | 32,649 | 34,163 | 35,743 |
| 8 | 32,533 | 34,011 | 35,620 | 37,302 |
| 9 | 33,786 | 35,374 | 37,076 | 38,861 |
| 10 | 35,038 | 36,736 | 38,533 | 40,420 |
| 11 | 36,291 | 38,098 | 39,989 | 41,980 |
| 12 | 37,544 | 39,160 | 41,446 | 43,538 |

APPENDIX D
Extra-curricular Pay

The following pay for extra duty shall be used and a percentage of the salary step reflecting the number of years experience in that particular field or sport.

ATHLETICS:

| | |
|--|-----|
| 1. Middle School Athletic Director | 12% |
| 2. Baseball | |
| Varsity | 11% |
| Junior Varsity | 7% |
| 3. Basketball | |
| Varsity | 12% |
| Junior Varsity | 9% |
| Freshmen | 8% |
| 8th Grade | 6% |
| 7th Grade | 6% |
| Elementary | 5% |
| 4. Cheerleading Advisor | |
| Varsity/Junior Varsity (fall) | 8% |
| Varsity/Junior Varsity (winter) | 8% |
| Middle School | 4% |
| 5. Cross Country | |
| Varsity | 8% |
| 6. Football | |
| Varsity | 12% |
| Assistant Varsity | 9% |
| Junior Varsity | 9% |
| Assistant Junior Varsity | 8% |
| Middle School | 6% |
| Assistant Middle School (if numbers exceed 22 at first contest) | 4% |
| 7. Golf | |
| Varsity | 6% |
| 8. Softball | |
| Varsity | 11% |
| Junior Varsity | 7% |
| 9. Track | |
| Varsity (head) | 11% |
| Varsity (assistants/up to 4) | 7% |
| Middle School - girls | 6% |
| Middle School - boys | 6% |
| 10. Volleyball | |
| Varsity | 11% |
| Assistant Varsity | 7% |
| 8th Grade | 6% |
| 7th Grade | 6% |
| 11. Wrestling | |
| Varsity | 11% |
| Assistant Varsity | 7% |
| Middle School | 6% |
| Middle School Assistant (if numbers exceed 15 at time of first meet) | 4% |
| Elementary | 5% |

APPENDIX D

Extra-curricular Pay - continued

OTHER:

| | |
|---|-----|
| 1. Band (marching, pep, concert) | 15% |
| 2. Vocal Music | 6% |
| 3. Class Advisors ** | |
| 9th Grade | 2% |
| 10th Grade | 2% |
| 11th Grade | 3% |
| 12th Grade | 4% |
| 4. Drama | 9% |
| 5. Technology Club | 6% |
| 6. Ski Club | 2% |
| 7. Student Council | 2% |
| Elementary Coordinator | 2% |
| Middle School Advisor | 2% |
| High School Advisor | 4% |
| 8. Yearbook | 7% |
| 9. National Honor Society | 3% |
| 10. Newspaper Coordinator | 2% |
| 11. Curriculum Council Member (teachers only) | 2% |
| 12. Math Department Chairperson (contest coordinator) | 2% |
| 13. Science Department Chairperson (contest coordinator) | 2% |
| 14. Elementary Safety Patrol Coordinator | 2% |
| 15. K-5 Science Coordinator (one year - 92-93) | 1% |
| 16. Drivers Education 91-92 base \$13.92 Coordinator/Instructor; and Instructor - \$13.02 base 91-92 - Increase to be no less than the increase on Appendix C | |

If duties are shared by two or more people (approved by the Superintendent) the percentage shall be divided accordingly.

** Class Advisor percentage will be figured at the 4th step as has been past practice.

The Board of Education agrees to pay the 5% retirement of all teachers covered by this contract.

Mileage: The reimbursement rate for mileage shall be 80% of the current I.R.S. rate.

Maximum transfer credit: Six (6) years.

If a secondary teacher is asked and agrees to teach a class in lieu of a planning period, that teacher shall be compensated at the prorated rate of a regular teaching hour. If a secondary teacher elects to take a studyhall in lieu of a planning period, the compensation shall be \$1,400.

INSURANCE
1992-1994

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 two options, A or B.

OPTION A shall include Super Care I, MESSA LTD, Delta Dental 80/80/80/\$1300, Life \$10,000, Vision VSP 1, and the MESSA Care rider.

OPTION B shall include MESSA LTD, Delta Dental 90/90/90/\$1500, Life \$15,000, Vision VSP 2, plus an annuity or MESSA options amounting to the difference between the single subscriber benefit rate and the cost of Option B.

OPTION C shall include MESSA LTD, Life \$15,000, VSP 2, plus an annuity or MESSA options 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.

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 are earned after start of the thirteenth year and before the fifteenth year.

If 3 credits are earned during the thirteenth year, 2% will be paid for years 13, 14, and 15.

If 3 credits are earned during the fourteenth year, 2% will be paid only for years 14 and 15.

If 3 credits are earned during the fifteenth year, 2% will be paid only for year 15 (not retroactive for years 13 and 14).

Years 16-18:

3% on the individual's base (step 1) will be paid in addition to the regular salary if three (3) credit hours are earned after the start of the sixteenth year and before the nineteenth year.

If 3 credits are earned during the sixteenth year, 3% will be paid for years 16, 17, and 18.

If 3 credits are earned during the seventeenth year, 3% will be paid only for years 17 and 18.

If 3 credits are earned during the eighteenth year, 3% will be paid for year 18 (not retroactive for years 16 and 17).

Years 19-21:

4% on the individual base (step 1) will be paid in addition to the regular salary if six (6) credit hours are earned after the start of the nineteenth year and before the twenty-second year.

If 6 credits are earned during the nineteenth year, 4% will be paid for years 19, 20, and 21.

If 6 credits are earned during the twentieth year, 4% will be paid for years 20 and 21.

If 6 credits are earned during the twenty-first year, 4% will be paid for year 21 only (not retroactive or years 19 and 20).

Years 22-24:

5% on the individual's base (step 1) will be paid in addition to the regular salary if six (6) credit hours are earned after the start of the twenty-second year and before the twenty-fifth year.

If 6 credits are earned during the twenty-second year, 5% will be paid for years 22, 23, and 24.

Supplemental Pay - continued

If 6 credits are earned during the twenty-third year, 5% will be paid for years 23 and 24.

If 6 credits are earned during the twenty-fourth year, 5% will be paid for year 24 only (not retroactive for years 22 and 23).

Year 25:

6% on the individual's base (step 1) will be paid in addition to the regular salary if six (6) credit hours are earned after the start of the twenty-fifth year.

6% will be paid once 6 credit hours are earned, until the teacher terminates his/her services.

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 officials shall be the Superintendent, S.E.A. President, and a mutually agreed upon third party. The results of this hearing shall be final.
5. Years shall be determined solely by the number of years of service within the Shelby Public School system, plus years of credit given on the hire date.
6. Credit courses must be from an accredited four-year college and relate directly to the teacher's assigned teaching duties.
7. For the purpose of this proposal, no courses taken before June 7, 1985, may be used as earned credit for supplemental pay.
8. Years will be figured on a school fiscal year, July 1 - June 30. Example: A teacher is on year 15 for the 1985-86 school year. Under this proposal, year 16 would begin July 1, 1986 and end June 30, 1987.
9. This proposal shall be re-evaluated after it has been in force for three years. It may be rescinded, by mutual agreement, if the intent of this proposal is not met.
10. Once a percentage is earned, it will continue for the duration of this Agreement.

SUMMERTIME EMPLOYMENT

One fortieth (1/40) regular contract per week based upon thirty (30) hours with students or forty (40) hours without students. Summer employment is to be applied for each spring to the building principal and/or athletic director by March 15, in writing. An answer will be rendered by April 15.

Teachers who will accept the responsibility of student discipline and who will aid school officials in control of spectator disturbances during school activities and sports events will receive free passes to those activities and sports events.

REQUEST FOR TEMPORARY CONTRACT VARIATION
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

