

1969-70?

Shelby 13

This Agreement entered into this _____ day _____ 1969 by and between the School District of Shelby in the Village of Shelby, Michigan, hereinafter called the "Board", and the Shelby Education Association, hereinafter called the "Association".

ARTICLE I

Recognition

The Board hereby recognized the Association as the exclusive and sole bargaining representative for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent and Principals. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of this Agreement.

ARTICLE II

Teaching Hours

- A. The Teacher's normal teaching hours in the school shall be as follows:
 - 1. Teachers shall be in the school building no later than 20 minutes prior to the convening of classes.
 - 2. Teachers shall be at assigned place of duty 10 minutes prior to class time and 5 minutes prior to class time at noon.
 - 3. Teachers shall leave the school building no earlier than 15 minutes following the conclusion of classes.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period in no event less than 35 minutes.
- C. Elementary teachers shall be provided a 15 minute duty-free relief time during recess per day. Junior and Senior High school teachers will have one (1) conference period per day.
- D. Teachers will not be required to be on duty for more than 7½ continuous hours including sections A, B, C above.

Shelby Bd of Ed.

MEA
1216 KENDALE
E. LANG, M.
48824

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

ARTICLE III

Teaching Conditions

- A. Because the Shelby Education Association and the Shelby Board of Education recognize that the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that this ratio will be determined in view of pupil needs, the area of instruction, and the grade level. We will try to eliminate overcrowding whenever possible, and work towards levels recommended by the Department of Education, the University of Michigan, and the North Central Association. This is not meant to exclude certain experimental variations in recommended class size.
- B. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- C. A teacher shall not be requested to drive a school bus as part of his regular assignment.

ARTICLE IV

Professional Qualifications and Assignments

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 or permanent certificate, unless a properly certified teacher is not available.

Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporality and for good cause. The teacher and the Association shall be so notified at the earliest possible date.

ARTICLE V

Compensable Leave

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

Teachers shall be entitled to Compensable leave accumulation of fifteen (15) days per year. Unused compensable leave, left over at the end of the school year shall be accumulated to a maximum of (90) days.

Upon the death or retirement of a teacher, (in accordance with the Michigan Public Schools Employees Retirement Act), the accumulated compensable leave to his credit shall have a cash surrender value of 10%

It is agreed that the use of leave days will be strictly confined to the legitimate purpose specified in the schedule, which follows immediately. It is understood that any teacher found to have violated this restriction will be charged with an offense and, in aggravated cases, such teachers shall be subject to possible discharge after a hearing discloses there is reasonable cause for such discharge.

Compensable leave may be used, in accordance with the schedule specified herein, for personal illness, bereavement and personal business. For all absences the teacher is required to notify the School Administration upon the first knowledge of the necessity for the absence.

- a. Personal illness: Bona-fide physical incapacity to report for and discharge duties, to the extent of unused days credited.
- b. Bereavement or critical illness: Leave, up to a maximum of six (6) days when required, will be granted in the case of the death or critical illness of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother or grandfather. The amount of days which will be approved will depend upon the travel and circumstances involved. One-day leaves may be granted for funeral of other than the immediate family.
- c. Personal leave; Three (3) days per year will be allowed for personal leave. These may be used for personal business which can not be conducted on other than a school day according to the following provisions:
 1. Personal leave, in all cases except unforeseen emergency, requires at least two days advance notice to the principal or immediate supervisor.
 2. Personal leave is to be used for sound, pressing, and unavoidable reasons only, and its proper use may be subject to verification at the request of the School Administration if warranted by the teacher's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.
 3. Personal leave days are not to be used for any purpose that one could construe to be failure to accept one's professional responsibility and/or failure to conduct one's self in a professional or ethical manner.
 4. Should personal leave be used improperly, it will result in loss of salary for the day or days in question. Examples of unacceptable uses of:
 - a. Recreational pursuits
 - b. Economic gains
 - c. Social functions
 - d. Marriage
 - e. Child care

5. To avoid unanticipated loss of wages, it is required that teachers consult with their principals regarding the propriety of their leave prior to its use.
6. One day for college courses registration on approval of Administration.
 - a. Teachers will be notified on September the total number of unused compensable days carried forward.

ARTICLE VI

Professional Improvement

A. Sabbatical Leave

1. 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.

- a. An applicant must possess a Michigan Life or Premanent certificate and must have accrued seven consecutive full years of teaching service in the Shelby School District.
- b. Applicants shall not have received a Sabbatical leave during the seven years immediately proceeding 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 years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall result in the obligation to reimburse the dâstrict a proportional part of the salary paid to him during Sabbatical Leave determined by the fraction of the three years not served following the leave

3. Application

- a. Applications shall be made to the Committee for Sabbatical Leave, on or before annual deadline dates to be established by the said committee.

- b. The applications 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.

4. Selection

- a. The Committee for Sabbatical Leave shall consist of an elementary and a secondary principal appointed by the Superintendent, a teacher appointed by the S.E.A., and the President of the S.E.A. The Committee shall be chaired by the Superintendent for Instruction, who will vote only in the event of a tie.
- b. Consideration will be given to:
 - 1. Assured eligibility
 - 2. The proposed leave's potential for contributing to the Applicants 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.
- c. In establishing Sabbatical Leave, the Board of Education shall grant Sabbatical Leave to as many candidates as are recommended by the Committee for Sabbatical Leave.

5. 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.
- b. A teacher is responsible to notify the Business Office of place to which his payroll check shall be addressed while he is on leave. Checks will be mailed to that address on or before regular payday.
- c. A teacher shall receive the insurance and retirement fringe benefits as provided for teachers by the Board of Education.

6. Miscellaneous Administrative Provisions.

- a. Sabbatical Leave may be for a portion of a year but not exceed a full school year.

- b. A teacher on Sabbatical Leave may not deviate from his approved plan except with the written permission of the Superintendent of Instruction.
- c. Sabbatical leave will be automatically terminated should the grantee be placed upon a probationary academic status by his college or university.
- d. Any falsification of information by the teacher in application or other reports required as part of Sabbatical Leave may subject the Leave to terminate upon recommendation by the Committee for Sabbatical Leave.
- e. Upon return for Sabbatical Leave the teacher shall be advanced on the salary schedule as though he had been employed as a teacher during the period of Leave; he shall be restored to his former position, if possible, or to a position of at least comparable nature of status and seniority. *

* Provided by Section 340.572 of General School Laws.

Article VII

Reductions in Personnel and Annexions and Consolidations of Districts

To the full extent permitted by law, this Agreement shall be binding upon this Board or its successor and upon any school district into which or with district shall be merged or combined.

ARTICLE VIII

Professional Compensation

The Basic salaries of teachers covered by the Agreement are set forth in Appendix A and B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

APPENDIX A

Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>BA + 15*</u>	<u>BA + 30*</u>	<u>MA</u>	<u>MA + 15*</u>
1	6800	6990	7100	7400	7550
2	7150	7300	7450	7750	7900
3	7500	7650	7800	8160	8250
4	7800	7950	8100	8400	8550
5	8000	8150	8300	8600	8750
6	8200	8350	8500	8800	8950
7	8400	8550	8700	9000	9150
8	8600	8750	8900	9200	9350
9	8800	8950	9100	9400	9500
10	9000	9150	9300	9600	9750
11	9300	9450	9600	9900	10150
12	9600	9750	9900	10200	10350
13	9900	10050	10200	10500	10650

* In order to receive and maintain the incentive salary a teacher must complete (4) four semester credit hours every (5) years. Class must be completed by June 20.

Transfer Credit-Six(6) years

Hospitalization-The Board will pay basic M.E.A. insurance up to \$150.00.

Sixth Class- \$800.00 if preference of teacher, \$1,200 if 6th class compulsory

Substitute Work - \$6.00 an hour
 \$8.00 an hour for extended period (over one week).

Appendix B

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

<u>Football</u>	<u>1969-70</u>	
Varsity	800.00	10%
Asst. Vr.	400.00	6
Jr. Vr.	450.00	7
Asst. J.V.	350.00	5
<u>Basketball</u>		
Varsity	800.00	10%
Jr. Vr.	450.00	6
9th grade	350.00	6
8th grade	200.00	3
7th grade	200.00	3
<u>Wrestling</u>		
Varsity	800.00	8
* Asst.	400.00	6
<u>Baseball</u>		
Varsity	400.00	6
Asst.		
<u>Track</u>		
Varsity	400.00	6
Asst.		
<u>Golf</u>		
Varsity	150.00	2
<u>Cheerleaders & G.A.A.</u>		
		3
<u>Choir</u>		
	400.00	4
<u>Drama</u>		
	250.00	3
	+ 50.00 each play additional	
<u>Forensics</u>		
	200.00	3
<u>Neon Hour</u>		
	400.00	6

Appendix B (con't)

Head Advisor

Senior Class	100.00	2
Junior Class	100.00	2
<u>Safety Patrol</u>	100.00	2

Summer-time Employment 1/40 of regular contract per week

Yearbook 350.00 5

(10) Shelby School System will be the higher of the two figures for coaches on the staff. All new coaches will be employed under the percentage figure.

(*) Assistant coach will be employed when the determined number of boys out for this sport is too great to be handled by one coach, Baseball (18), Wrestling (24), Track (20).