

6-30-72

Shelby 13

1971-72

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1971-1972

AGREEMENT  
Between

Shelby Board of Education and  
Shelby Education Association

Shelby Board of Education

MEA

1216 Hendale

East Lansing, Mich. 48823

11/11/71 - 6/30/72

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1971, 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 recognizes 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 teachers' 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. Elementary teachers shall be at assigned places at the time students come in. Senior high teachers shall be at assigned places of duty 10 minutes prior to the time the day's scheduled activities begin. (5 minutes 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 7 1/2 continuous hours including sections A, B, and C above.

ARTICLE III  
School Calendar

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

ARTICLE IV  
Teaching Conditions

**A. Class Size**

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. The Board will try to eliminate over-crowding whenever possible, and work towards levels recommended by the following optimum standards:

	Maximum Number of Students
<b>ART</b>	
Art I and II	25
<b>ENGLISH</b>	
English P-1	10
All others	25
<b>LANGUAGE</b>	
French I and II	25
<b>MATH</b>	
Math Skills	20
All others	30
<b>MUSIC</b>	
Band	unlimited
Chorus	unlimited
<b>PHYSICAL EDUCATION</b>	
Phys. Ed. I	30
Adv. Phys. Ed.	30
<b>SCIENCE</b>	
All laboratory courses are limited to the size of the lab stations	
General Science	30
<b>SOCIAL STUDIES</b>	
All sections	30
<b>VOCATIONAL</b>	
Agriculture	
Ag. I and II	25
Power Mechanics	20
All others	30

## ARTICLE IV Continued

## BUSINESS

Typing	35
Office Block	20
Bookkeeping	25
All others	30

## CO-OP

Co-op Instruction	30
Co-op (work experience)	unlimited

## HOME ECONOMICS

All laboratory courses are limited to the size of the lab stations	
All others	30

## T. I. &amp; E.

Shop I, II, and III	20
Mechanical Drawing	20

## ELEMENTARY

K, 1, 2, and 3	25
4, 5, and 6	28

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

C. A teacher shall not be required to drive a school bus as part of his regular assignment.

## ARTICLE V

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

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

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.

ARTICLE VI  
Deductions for Professional Dues

A. Teachers may sign and deliver to the Administration an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association, Michigan Education Association, and Shelby Education Association).

Appreciating the bookkeeping services the Board furnishes the staff, such authorizations shall be made before September 15 the first year and shall continue in effect unless such authorization is formally revoked by the teacher in writing and copies there of are delivered to the Administration.

B. The Association hereby assumes the responsibility of notifying the Administration before such dues are to be deducted, of the correct amount of such dues.

ARTICLE VII  
Compensable Leave

A. Pay 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 leave, and emergencies shall constitute legitimate usage of compensable leave.

B. Teachers shall be entitled to Compensable Leave accumulation of 15 days per year. Unused compensable leave days left over at the end of the school year, shall be accumulated to a maximum of 100 days. The Board shall furnish a written statement at the beginning of each school year setting forth the total of Compensable leave credit upon request.

C. 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%.

D. 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 leave. For all absences the teacher is required to notify the School Administration upon the first knowledge of the necessity for the absence.

ARTICLE VII Continued

1. Personal illness: Bonafide physical incapacity to report for and discharge duties to the extent of unused days credited.
2. 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, grandparents, or grandchildren. The amount of days which will be approved will depend upon the travel and circumstances involved. One-day leave each year may be granted for funeral of other than 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 or days shall notify his principal at least two days in advance, except in cases of emergency.

ARTICLE VIII  
Professional Improvement

A. Sabbatical Leave

1. Purpose

In order to provide opportunities for maximal professional improvement, Sabbatical Leave shall be available to teachers for formal, full-time study at a recognized college or university.

2. Eligibility

- a. An applicant must possess a Michigan Life or Permanent 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 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 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 salary paid to him during Sabbatical Leave determined by the fraction of the three years not served following the leave.

## ARTICLE VIII Continued

## 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 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.

## 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 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.
- 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 when 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.

## ARTICLE VIII Continued

## 6. Miscellaneous Administration 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 report required as part of Sabbatical Leave may subject the Leave to terminate upon recommendation by the Committee for Sabbatical Leave.
- e. Upon return from 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 IX  
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 part. 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 days prior to the expiration of his 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 of Education 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 negotiation either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

ARTICLE X  
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 a grievance as hereafter provided.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth 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 school building, it may be filed with the superintendent or a representative designated by him.
- D. Within five teaching days of receipt of the grievance by the designated representative of the Board, he shall meet with the Association in an effort to resolve the grievance. The Association in the grievance procedure shall for purposes of this Agreement be the Association representative or his 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 teaching days thereafter to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.
- E. Within fifteen 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 express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty teaching days after its submission to the Board.

ARTICLE X - Continued

E. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator, according to the following rules and conditions:

- a. The grievance shall relate solely to the application and interpretation of the terms and conditions of the Collective Bargaining Agreement.
- b. The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.
- c. The decision of the Arbitrator shall be final and binding.

If the parties cannot agree as to the arbitrator within five teaching days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he 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 him.
- I. 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 15th 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.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. Grievance form is in Appendix B.

ARTICLE XI  
Continuity of Operations

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties to this agreement has 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.

The Association accordingly agrees that neither its offices, agents or members shall authorize, engage in, condone, or ratify a strike. A strike shall be defined to include slowdown, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business.

ARTICLE XII  
Reductions in Personnel and Annexation, Consolidation, or Other Reorganization of the District

- A. This agreement shall be binding upon the Board and its successor personnel and upon any school district into which this district shall be merged or combined.
- B. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- C. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said discharge or lay-off at least sixty (60) days prior to the last teaching day of the previous school year. No teacher shall be discharged or laid off for any school year or portion thereof if said teacher shall have contracted, on an individual basis, to teach for said year or portion thereof.
- D. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those employees possessing current teaching certificates with the longest period of continuous service in the school district who are qualified to teach in those areas or disciplines to be preserved.
- E. In the event of lay--off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay--off. Recall will be initiated immediately upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.

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 the goals.

A. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur at least one month following a teacher's commencement of service, four months after a teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be observed for the purposes of evaluation at least once every year. A personal interview shall be held within ten (10) school days of the observation. A written evaluation shall be submitted to the administration within fifteen (15) school days of the observation with a copy to be furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.

B. Evaluation shall only be conducted by a qualified building principal or assistant principal or other qualified administrator. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

C. No later than April 1 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 school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing with a copy to the Association and provide for a hearing when requested. In any grievance or tenure proceedings, all evaluations or responses thereto shall be admissible as evidence.

D. Each teacher shall have the right, upon request, to review the following:

- Annual TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

ARTICLE XIV

Duration of Agreement

This Agreement shall be effective as of November 11, 1971 and shall continue in effect for one year through the 30th day of June, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SHELBY BOARD OF EDUCATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Superintendent

SHELBY EDUCATION ASSOCIATION

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Date

## APPENDIX A

## CALENDAR 1971 - 1972

September 7	First day of school
October 15	End of first marking period
October 22	MEA - no school
November 11 - 12	Parent-teacher conference- $\frac{1}{2}$ sessions
November 24	End of second marking period
November 25-26	Thanksgiving vacation
December 23-31	Christmas vacation
January 18-20	First semester exams
January 20	End of third marking period and first semester
January 21	Records day - no school
March 3	End of fourth marking period
March 31	Good Friday - $\frac{1}{2}$ day session
April 3-7	Easter vacation - no school
April 13-14	Parent-teacher conferences- $\frac{1}{2}$ day session
April 21	End of fifth marking period
May 29	Memorial Day - no school
June 4	Baccalaureate
June 5-7	Second semester exams
June 7	End of sixth marking period and second semester
June 8	Records day - no school
June 8	Commencement
June 9	Closing day

APPENDIX B  
PROFESSIONAL GRIEVANCE REPORT

School District: \_\_\_\_\_ Grievance Number: \_\_\_\_\_

School: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives 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 THE GRIEVANCE:

REMEDY REQUEST:

Approved for processing:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant  
(Use reverse side for  
additional signatures  
if more than one  
grievant)

Principal's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

Association's Disposition: Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent's Disposition:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Association's Disposition:

APPENDIX D  
Salary Schedule

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15*</u>	<u>B.A.+30*</u>	<u>M.A.</u>	<u>M.A.+15*</u>
1	\$ 7,500	\$ 7,650	\$ 7,800	\$ 8,200	\$ 8,350
2	7,800	7,950	8,100	8,500	8,650
3	8,200	8,350	8,500	8,900	9,050
4	8,600	8,750	8,900	9,300	9,450
5	8,900	9,050	9,200	9,600	9,750
6	9,250	9,400	9,550	9,950	10,100
7	9,450	9,600	9,750	10,150	10,300
8	9,650	9,800	9,950	10,350	10,500
9	10,000	10,150	10,300	10,700	10,850
10	10,300	10,450	10,600	11,000	11,150
11	10,500	10,650	10,800	11,200	11,350
12	10,900	11,050	11,200	11,600	11,750
13	11,500	11,650	11,800	12,200	12,350

\* In order to receive and maintain the incentive salary a teacher must complete four (4) semester credit hours every five (5) years.

Transfer credit - six (6) years

Sixth Class - \$1,400; if study hall \$1,000

Substitute work - \$6.50 an hour

8.50 an hour for extended period (over one week).

Teachers will be entitled to MEA Super Med benefits according to the following scale:

Self only	\$18.04
Self, Spouse	40.74
Self, Children	33.28
Self, Spouse & Children	46.64

In lieu of the above, optional coverages may be selected up to \$18.04 per month.

Anyone who was employed last year and used the \$21.00 in benefits is entitled to at least the same amount of benefits this year.

## APPENDIX C - Continued

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 or sport.

Football

Varsity	10%
Asst. Varsity	6
Junior Varsity	7
Asst. J.V.	5

Basketball

Varsity	10
Junior Varsity	6
9th Grade	6
8th Grade	6
7th Grade	3

Wrestling

Varsity	8
*Asst.	6

Baseball

Varsity	6
*Asst.	4

Track

Varsity	6
*Asst.	4
Cross Country	3

Golf

Varsity	2
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Cheerleader & G.A.A.

<u>Sponsor</u>	3
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<u>Band</u>	10
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<u>Choir</u>	4
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<u>Drama</u>	3
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<u>Forensics</u>	3
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<u>Yearbook</u>	5
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<u>Audio-Visual</u>	3
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+ \$50 each additional play

## APPENDIX C - Continued

Head Advisor

Senior Class	\$100.00
Junior Class	100.00

<u>Safety Patrol</u>	\$200.00
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<u>Summer-time Employment</u>	1/40 of regular contract per week
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\*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, and track - 20.

{ The wages and other economic benefits provided for in this agreement shall be paid to the extent permitted by federal and state law.