

MASTER AGREEMENT

between the

**BOARD OF EDUCATION
OF THE
SHELBY PUBLIC SCHOOLS**

and

SHELBY EDUCATION ASSOCIATION

September 1, 2012 through June 30, 2014

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ARTICLE I
Recognition

The Board hereby recognizes the Shelby Education Association as the exclusive bargaining representatives, as defined in Act 379 of the Public Acts of 1965 as amended, for all professional personnel, whether employed on a full-time or part-time basis who work at least twenty percent (20%) of the time, and whether or not assigned to a public school building, but excluding supervisory and executive personnel, substitute teachers, assistants, alternative education teachers, and adult education teachers. It is further agreed that any new professional position (s) shall automatically accrue to the bargaining unit unless the parties agree that the new position (s) are supervisory and/or executive in nature.

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

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

ARTICLE II
Management Rights

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

Section A

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

Section B

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

Section C

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

Section D

Adopt rules and regulations;

Section E

Determine the qualifications of employees;

Section F

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

Section G

Determine all financial and educational policies;

Section H

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

**ARTICLE III
Teacher Rights**

Section A

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

Section B

The Board recognizes the employee's right to have the consideration of his or her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act, at the request of the named employee. The Board agrees that any proceedings on allegations, complaints or charges brought against an employee be conducted in closed session and, to the extent possible by law, the above matter(s) shall be kept confidential.

The Board further agrees that in the event a request is made by a third party for a teacher's personnel records, the Board shall promptly notify the employee and the Association of the request at least five (5) business days prior to disclosure of the personnel records provided that it shall not result in violation of the Freedom of Information Act.

The District agrees that it will comply with the Bullard-Plawecki Employee Right to Know Act and not release any public records regarding the teacher that it is allowed by law to exempt from disclosure, and it will release only those requested records it is compelled by law to disclose.

Section C

No teacher shall be required to administer medication or perform medical or health related procedures for or upon students except in the event of an emergency or in the event that a teacher volunteers to provide such services.

Section D

The Association and its members shall have the right to use school facilities and equipment for Association business subject to the Board's building use policy during non-instructional hours.

Bulletin boards and other established media of communication shall be made available to the Association and its members for use in relation to official business of the employee organization.

ARTICLE IV Deductions for Professional Dues

Section A

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

Section B

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

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

3. The Fair Share Committee must be activated and both parties should receive an annual report accounting for fees directed by the committee.

Section C

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

Section D

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

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

Section E

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

Section F

The District must have a signed, voluntary payroll deduction authorization form for each person for whom money is being deducted except in cases where an involuntary deduction has been instituted as provided in this provision. Other deductions may be made as required by law.

Section G

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

Section H

Should the court determine that dues deductions are unlawful, the provisions of this Article shall be null and void.

**ARTICLE V
Vacancies**

Section A: Vacancies

1. Whenever any permanent vacancy exists, the Board shall publicize the same by posting the vacancy in each building, teacher's lounge, or work area for a period of not less than ten (10) working days. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies which occur during the summer months shall be emailed to each teacher and posted on the district's website.
2. 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.

**ARTICLE VI
Layoff and Recall**

Section A

Seniority shall be computed from the first day of hire into the bargaining unit 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. Time spent on leave or on layoff shall not be construed as a break in continuous service and seniority shall continue to accrue. Seniority rights shall be frozen 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. Objections to the seniority list shall be filed by November 15th; thereafter, the list shall be final and conclusive for that school year. Accompanying the name of each teacher on the list shall be the date of last hire and each teacher's certification.

Section B

Changes in a laid off teacher's certification after July 1 of a school year shall not permit the teacher to be recalled by bumping for that school year.

Section C

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.

Section D

Part-time teachers shall have seniority computed based on the percentage of work year.

ARTICLE VII
Teaching Conditions

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

Section A: Class Size

Class Size.

1. Elementary
 - a. a maximum of 26 students per class, K-2
 - b. a maximum of 31 students per class, 3-5
2. Secondary
 - a. English, math, social studies, foreign language and any classes not listed: an average of 32 students per class assigned any teacher in any one teaching day excluding credit/no credit classes.
 - b. Music: 270 students per day maximum
 - c. Physical Education: 200 students per day per teacher maximum at the secondary level only.
(The above are based on five class periods per day)
 - d. High school seminar/classes held in auditorium: 50 students, except if mutually agreed upon by the teacher and principal.
 - e. Industrial and practical arts, art, technology, life skills, and science shall also be limited, within reason, by the number of teaching stations available, except additional students may be included upon mutual agreement among the teacher and principal.

Section B

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

1. Excess students will be redistributed among other classes at the same grade level or subject area within the affected schools.
2. Additional teachers will be hired.
3. Additional assistant time shall be assigned to overloaded classrooms. Assistants will be assigned by the building principal, working in

conjunction with the teacher and the building staff. The specific duties of the assistant will be determined by the affected classroom teacher for one (1) hour each day for each student overloaded. A teacher may decline the use of this additional assistant time if he/she wishes, by mutual agreement with the administration.

4. Secondary Class Size.

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

Section C

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

Section D *Substitute Teachers*

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

Section E *Variances*

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

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

It is understood that this contract language does not supersede the language in PA 112 on pilot and experimental programs. See Appendix E for variance form.

Section F

1. The Board shall ensure that the Association shall be a full participant in any planning the district is involved in regarding least restrictive environment.
2. Decision/Notice/Right to Bargain
The Board shall not reduce, eliminate, transfer, or otherwise reorganize any special education program or service so as to diminish the number of actively employed bargaining unit members without first providing written notice to the Association.

Section G

Compensation wages, both salary and extra duty pay shall be as contained in Appendix A and D, attached to this agreement.

Section H

The District will continue to make all current 403B annuity plans, as of September 1, 2006, available to all employees, and the District will make payroll deductions and transmission to the plan administrators in a timely manner. The District need not offer more than six (6) plans, provided current plans continue as outlined here. At least ten (10) participants are needed to add a new plan. If fewer than three (3) employees participate in a current plan, the employer may stop allowing new participants into the plan. The District shall have no liability for late fees, interest charges, or investment losses arising from or related to making such deductions.

ARTICLE VIII Teaching Hours

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

Section A

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

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

Section B

1. Teachers shall be at assigned places of duty ten (10) minutes prior to the time the day's scheduled activities begin (5 minutes at noon).
2. All teachers shall be entitled to a duty-free, uninterrupted lunch period, in no event, less than thirty (30) minutes.
3. Middle and senior high teachers shall have one (1) conference period per day during which they shall be available for school business and/or activities.
4. Elementary teachers shall be provided two (2) recesses per day for planning time. However, if it is necessary to attain the required hours of instruction per day for an individual building, elementary teachers in that building may be assigned an

occasional recess duty. No elementary teacher will be assigned or forfeit more than one recess per day, and no recess duty will be assigned once the number of hours of instruction are reached for that building.

Elementary teachers shall have planning time when students are being supervised by other teachers such as music, physical education, and art. Full time kindergarten teachers shall have at least 120 minutes per week.

Teachers of grades 1-5 shall have a minimum of 150 minutes per week. Time prior to the start or end of the student day and recess will not be counted as a portion of the planning time. In addition teachers shall be entitled to two 15 minute recesses per day unless teacher-supervised recess is required to fulfill state hour requirements.

5. Teachers will not be required to be on duty for more than 7 1/2 continuous hours including sections B1, B2, B3 and B4.

ARTICLE IX Compensable Leave

Section A

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

Section B

Teachers shall be entitled to compensable leave accumulation of ten (10) 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, resigning or hired during the school year shall have their compensable leave days and personal days prorated.

Teachers on the twelfth step of the salary schedule who retire or voluntarily terminate on a given year shall be granted ten (10) 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 ten (10) days shall be added to his/her earned accumulated days.

Section C

1. In the case of death, the monetary value of any unused sick leave, as determined elsewhere in this section, shall be paid in a lump sum to the survivor named by the teacher, and shall have a cash surrender value of fifty (50) percent of the accumulated compensable leave to his or her credit up to \$25,000.00. Such payment shall be computed by multiplying one half of the number of unused compensable leave days times the teacher's

per diem pay* at termination of employment. (*per diem is defined as the teacher's total annual salary divided by the number of required workdays for that school year.) The total annual salary will not include any items from appendix D except band, vocal music, elementary music and yearbook because they are an inherent part of the job for those teachers.

2. Any teacher employed within this bargaining unit for twelve years, upon retirement and gives notification of intent to retire by March 1st, is eligible to receive an unused sick day pay out. This notice will be kept confidential at the teacher's request. This payment will be made to a 403b or 457 plan opened by the employee prior to retiring.

2013-forty-five percent (45%) of unused compensable leave days times the teacher's per diem pay.

2014-forty-five percent (45%) of unused compensable leave days times the teacher's per diem pay.

Section D *Severance Pay:*

Any teacher who has taught twelve years in the Shelby Public Schools system, upon retirement with the Michigan Public School Employees Retirement System, is eligible to receive severance pay. Payments will be made as an employer contribution in the Employee's 403b or 457 plan opened prior to the employee's retirement and based upon the salary earned in the final year of employment.

1. Any teacher hired prior to December 31, 1982, upon retirement, is eligible to receive fifty percent (50%) of their salary as follows:

First fiscal year of retirement twenty-five percent (25%).

Second fiscal year of retirement fifteen percent (15%).

Third fiscal year of retirement ten percent (10%).

2. Teachers hired January 1, 1983 through June 30, 1988 upon retirement shall be paid forty percent (40%) of their salary as follows:

First fiscal year of retirement twenty percent (20%).

Second fiscal year of retirement ten percent (10%).

Third fiscal year of retirement ten percent (10%).

3. Teachers hired July 1, 1988 through June 30, 1993 upon retirement shall be paid thirty percent (30%) of their salary as follows:

First fiscal year of retirement ten percent (10%).

Second fiscal year of retirement ten percent (10%).

Third fiscal year of retirement ten percent (10%).

4. Teachers hired July 1, 1993 through June 30, 1996 upon retirement shall be paid twenty percent (20%) of their salary as follows:

First fiscal year of retirement ten percent (10%).

Second fiscal year of retirement ten percent (10%).

5. Teachers hired July 1, 1996 through June 30, 2004 upon retirement shall be paid ten percent (10%) of their salary in the first fiscal year of retirement.
6. Any teacher hired July 1, 2004 or after is not eligible to receive severance pay.

Section E

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

Section F

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

1. *Personal illness:* Bona fide physical incapacity to report for and discharge duties to the extent of unused days credited.
2. *Bereavement or illness:* Leave up to a maximum of six (6) days, when required, will be granted in case of death or illness of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents, grandchildren, brother-in-law, or sister-in-law. The amount of days which will be approved will depend upon the travel and circumstances involved. One (1) day leave each year may be granted for a funeral of one other than that of the immediate family.
3. *Personal Leave:* At the beginning of every school year, each teacher shall be credited with four (4) days to be used for personal leave. A teacher may not use more than two (2) consecutive personal leave days without superintendent approval. 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. One unused personal leave day will be credited to the following year, resulting in a maximum of five (5) personal leave days.

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

As a courtesy, personal day requests for the purpose of deer hunting on Nov.15 and personal day requests for the day before or after a scheduled school holiday must be made 30 days prior to the requested day, to be guaranteed. Requests submitted after this timeline will be contingent upon securing substitute teachers. Except in emergencies, all personal days to be used during the months of May and June must be requested 5 days in advance.

4. Jury Duty. Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative proceeding, including requested attendance during an arbitration or fact-finding proceeding, that is not of a personal nature, shall be paid their full compensation and benefits for such time less the amount he/she receives for such duty.

Section G

In the event that a teacher is on worker's compensation for a work related illness or injury, the bargaining unit member shall be able to use prorated paid sick days to make-up the difference between his/her salary and the amount, if any, received under the Worker's Compensation Act for the duration of such absence, until the teacher's sick days are used up, so that the bargaining unit member continues to be paid an amount as if he/she was actively working and not on disability leave.

ARTICLE X Leaves of Absence

Section A: *Sabbatical Leave*

Purpose: In order to provide opportunities for maximum professional improvement, sabbatical leave shall be available to teachers for formal, full-time study at a recognized college or university, provided under Section 1235 of the Revised School Code, MCL 380.1235.

Section B: *Unpaid Leaves of Absences*

1. A leave of absence up to one (1) year may be granted to any tenured 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 at the time of the leave.

2. Unpaid leave of absence may be granted to any teacher, upon application, not to exceed one (1) year.
3. Child Care Leave for up to one (1) year shall be granted when requested by a teacher in accordance with this Article.
4. Unpaid leaves of absence are to be approved by the Board of Education.
5. Family illness leave for up to twelve (12) weeks shall be granted to the teacher to care for a seriously ill spouse, child, parent or themselves. To be eligible for such leave, the employee must have been an employee of the District for at least one (1) year.
 - a. The teacher shall provide thirty (30) days advance notice of the need for such a leave except in case of emergency.
 - b. The employer may request medical certification which shall include the date the serious illness began; the probable duration of the condition; general description of serious illness; and a statement that the employee is needed to care for a spouse, parent or child. The employer may require a second opinion as to the condition at its expense.
 - c. A teacher may be required to extend a leave to coincide with a semester or vacation break to minimize educational disruption.
 - d. Health benefits of the teacher shall be continued for the twelve (12) weeks unpaid leave. If an employee voluntarily fails to return to work for the District (i.e., resigns or quits), the employer may recover the health coverage premiums paid for the employee during the twelve (12) weeks unpaid leave.
 - e. Employees shall be granted an intermittent or reduced work schedule provided it would not cause the teacher to be absent more than 20% of the time. If the employee is absent more than 20% of the time, he or she may be required to take a continuous leave or temporarily transfer to an alternative position.
 - f. This section shall be administered in accordance with the Federal Family and Medical Leave Act.
 - g. Any paid leave time shall be counted concurrently with FMLA. The teacher may reserve up to five (5) sick days for use following FMLA.
 - h. "Rolling year" shall be used for the calculation of FMLA.
6. The employee shall provide at least sixty (60) calendar days' notice of intent to return to work prior to the expiration of a one-year leave of absence. Failure to provide notice of intent to return shall be a voluntary resignation.

ARTICLE XI

Continuity of Operation

Section A

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

Section B

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

Section C

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

Section D

In the event that any part of this Agreement is found to violate any statute, the specific section held to be in violation shall be set aside and the parties will meet as soon as practical to negotiate the provision. All remaining provisions that remain in compliance with statutes will continue in effect until such time as the parties negotiate something different.

ARTICLE XII

Teacher Evaluation and Progress

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

Section A

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, within 10 days. All written evaluations are to be placed in the teacher's personal file.

Section B

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

1. All teacher evaluation reports
2. Copies of annual contracts
3. Teacher certificate
4. Transcript of academic records
5. Tenure recommendation

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

Section C

A teacher 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 teacher until such representative of the Association is present provided it does not delay the meeting more than three (3) school days unless the parties agree to extend the timeline. Should disciplinary action likely occur at a given meeting, the teacher shall be advised immediately of said possibility and be advised of the right to representation under provision of the agreement.

ARTICLE XIII Professional Grievance Procedure

Section A

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

Section B

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

Section C

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure within thirty (30) days of the alleged grievance, through the Association on the form set in Appendix C, signed by the grievant. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him/her.

Section D

Within five (5) days of receipt of the grievance by the principal or 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, within ten (10) days the grievance shall be transmitted to the Superintendent who shall have ten (10) days thereafter to approve or deny it. If the grievance is denied by the Superintendent, the Association may appeal to the Board within twenty (20) days with a statement of reasons why the appeal is being sought.

Section E

Within twenty (20) 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 no more than thirty (30) days after its submission to the Board.

Section F

If the Association is not satisfied with the disposition of the grievance at the previous level, or if no disposition has been made within the period above, the Association may file a demand for arbitration of the dispute with the American Arbitration Association, whose rules shall govern the arbitration proceeding, within twenty (20) days of the disposition above with written notice to the Superintendent's office. Individuals may not arbitrate.

1. The arbitrator shall have no authority to add to, subtract from, modify, change, alter, or amend terms and conditions of the Agreement; to review layoff/recall; assignments; filling of vacancies; evaluations; discipline or discharge; any matter which is a prohibited subject of bargaining.
2. The fees and expenses of the arbitrator shall be paid by the losing party and the arbitrator shall be empowered to assess costs in accordance with this concept.
3. The decision of the arbitrator shall be final and binding.
4. If the parties cannot agree as to the arbitrator within five (5) 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.

The arbitrator shall have no authority to rule on any tenured teacher dismissal that falls under the purview of the State Tenure Commission.

Section G

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

Section H

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

Section I

"Days" here shall refer to "teaching days" and shall be defined as Mondays through Fridays, except for scheduled school closings and emergency closings during the regular school year, called by the administration or legal holidays during the summer. During the summer, "days" shall be days central office is open.

Section J

Grievance form is in Appendix C.

ARTICLE XIV Negotiation Procedure

Section A

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

Section B

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

Section C

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

Section D

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

Section E

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

Section F

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

Section G

If an emergency financial manager is appointed by the state under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**ARTICLE XV
Calendar Language**

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

**ARTICLE XVI
Duration of Agreement**

This Agreement shall be in effect September 1, 2012 and expire June 30, 2014.

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 during the life of the contract on any other Article contained herein, a two-thirds (2/3) vote of S.E.A. members.

ARTICLE XVII
Reorganizations


Section A

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For the Shelby Board of Education

For the Shelby Education Association



Superintendent



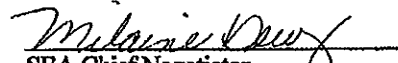
SEA President

Date 11/27/12

Date: 11/27/12



Board of Education Secretary



SEA Chief Negotiator

Date 11/28/12

Date 11/27/12

APPENDIX A
SALARY SCHEDULE
2012-2013; 2013-2014*
(Wage Freeze Continuation of the 2011-2012 schedule)

STEPS	BA	BA+20	MA or BA+35	MA+20
1	35,131	36,155	37,519	38,900
2	36,931	38,073	39,613	41,143
3	38,732	39,992	41,704	43,384
4	40,531	41,908	43,798	45,624
5	42,331	43,828	45,891	47,865
6	44,133	45,747	47,985	50,102
7	45,933	47,666	50,076	52,345
8	47,733	49,585	52,172	54,586
9	49,536	51,502	54,261	56,827
10	51,335	53,421	56,354	59,069
11	53,133	55,340	58,449	61,307
12	54,934	57,259	60,540	63,547
15	56,758	59,161	62,644	65,795
20	58,560	61,078	64,737	68,036
25	60,362	62,996	66,831	70,278

For the 2012-2013 school year, no step increases shall be paid but teachers who are eligible for steps will receive a One Thousand Dollar (\$1,000) stipend paid off schedule.

For the 2013-2014 school year, steps shall be paid for those eligible teachers (i.e. one step from the 2010-2011 step).

Lane changes shall be paid both years.

SALARY SCHEDULE ADVANCEMENT

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

The course must be approved by the Superintendent prior to taking the course. Hours for student teaching that is done after receiving a bachelor's degree do not count toward hours for advancement on the salary schedule. To count toward advancement hours must be at the graduate level unless they are designed to complete another major or fit a particular program that is beneficial to the teacher and district. If the merit of the course is questioned by the Superintendent, then a final decision will be rendered by the committee. The committee shall consist of the Superintendent, the S.E.A. President, and a mutually agreed upon third person.

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

SUPPLEMENTAL PAY

Years 13-15: 2% on the individual's base (step 1) shall be paid in addition to the regular salary if six (6) credit hours or the CEU equivalent are earned between the end of the 12th year and before the end of the fifteenth year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

Years 16-19: 3% on the individual's base (step 1) shall be paid in addition to the regular salary if six (6) credit hours or the CEU equivalent are earned between the end of the 15th year and before the end of the eighteenth year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

Years 20-25: 4% on the individual's base (step 1) shall be paid in addition to the regular salary if six (6) credit hours or the CEU equivalent are earned between the end of the 18th year and before the end of the twenty-first year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

SUPPLEMENTAL PAY: STIPULATIONS

1. Credit courses may not be duplicated.
2. A transcript of the completed course (s) must be placed on record in the office of the superintendent.
3. Credit courses must be approved by the superintendent prior to taking the course.
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 course must be from an accredited four-year college or university, graduate level unless it is designed to complete another major or fit a particular program that is beneficial to the teacher and district, relating directly to the teacher's assigned teaching duties.

7. Once a percentage is earned, it will continue for the duration of this agreement. "Earned" is defined as the date the teacher successfully completed the course and all requirements of the course. "end of year" is the last scheduled teacher's day for that school year.

MISCELLANEOUS SALARY PROVISIONS

Section A-1: *Teaching one extra class at the high school* for a full year will be compensated for based on the number of minutes of the extra class divided by the total number of minutes of student instruction in the normal high school day. If extra class is taught for one semester the compensation will be 50% of the full year rate.

Section A-2: *Teaching one extra class at the middle school* for a full year will be compensated for based on the number of minutes of the extra class divided by the total number of minutes of student instruction in the normal high school day. If extra class is taught for one semester the compensation will be 50% of the full year rate.

Section A-3: For *teaching a zero hour class at the high school*, the compensation will be based on the number of minutes of instruction divided by the total minutes of instruction in the normal high school day.

Section B-1: High school teachers and middle school teachers who *substitute for another teacher* during their regular planning period shall be paid \$25.50 per 85 minute class or prorated at 30 cents/minute.

Section B-2: *Elementary teachers who teach* during their scheduled period for music, physical education, and/or art classes shall be paid at a rate of 30 cents/minute.

Section C: *Teachers on less than full-time employment* shall be paid at the regular per diem rate (prorated) when required to be in attendance outside of the regular school day.

Section D: *Summertime employment* shall be paid at the hourly rate of \$20.00.

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

Section E: Mentoring

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

one lump sum at the conclusion of the school year. The mentor-mentee relationship shall be considered private between the mentor and mentee and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

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

Section G: Mileage: The reimbursement rate for mileage shall be 80% of the current IRS rate and will be adjusted semi-annually on January 1 and July 1.

**APPENDIX B
INSURANCE**

A. Option A – Medical Insurance

The Board shall provide each eligible employee the MESSA-PAK package outlined below for a full twelve (12) month period for the employee and family (July 1-June 30).

1. Each teacher who elects Option A, shall annually choose: MESSA Choices II with SAVER Rx Co-pay, \$10 office visit, \$200/400 in network deductible (400/800 out of network deductible).
2. Effective January 1, 2013 the medical insurance shall be per the individual employee's option:
 - A. MESSA HSA ABC Plan 1, 1250/2500 Deductible.
 - B. MESSA Choices II.

The employer will contribute the annual deductible amount to each teacher's HSA in prorated monthly installments for coverage effective January, 2013.

The remaining cost for the teacher's elected medical plan premiums, including deductible amounts over the maximum amount listed below, shall be paid by the teacher.

The Association may select the insurance carrier and specifications, subject to Board approval.

3. District will pay \$458.00 per month for single, \$917.00 per month for double, \$1,250.00 per month for family, through June 30, 2013 for medical insurance. For the 2013-2014 school year, the Board's contribution shall reflect the insurance cap as established by the state. Any cost greater than the Board's medical insurance contribution shall be subject to payroll deduction. This payment will be by payroll deduction with the employee's option to utilize the district's 125 Plan, consistent with the IRS Code.
4. The Board shall also provide without cost to the employee MESSA LTD, Delta Dental 80/80/80/80 \$1,300, negotiated life \$15,000 with accidental death and dismemberment, Vision VSP-2 Silver, and the MESSA Care rider.

B. OPTION B

For those not electing health insurance, shall include MESSA LTD, Delta Dental 80/80/80 \$1,300, negotiated life \$15,000, Vision VSP-2 Silver, plus a flexible benefit plan which allows for an annuity amounting to three hundred dollars (\$300)

per month benefit rate. Those not electing the annuity may choose other MESSA Options, or a cash payment amounting to three hundred dollars (\$300) per month benefit rate.

- 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.
- D. Subject to the employee contribution above 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 July 1, and ending June 30. Should an employee die during the term of his/her contract, the board shall continue payment of the applicable insurance premiums through the following June 30.
- E. During each insurance open enrollment period, employees who make payroll deduction for health premium differences or other insurance costs may elect to make deductions under the District's 125 plan.

**APPENDIX C
PROFESSIONAL GRIEVANCE FORM**

School District: SHELBY PUBLIC SCHOOLS

Grievance Number:

School Building:

Date of Violation:

Date of Grievance:

Subject to the provisions of the professional negotiations agreement between the and the association I hereby authorize the representative (s) of the Association recognize 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:

Approved for Processing:

Date:

Signature of Grievant:

Principal's Disposition:

Date:

Signature of Principal:

Association's Disposition:

Satisfactory Unsatisfactory

Date:

Signature of Superintendent:

Association's Disposition:

Satisfactory Unsatisfactory

Date:

Board of Education's Disposition:

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.

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

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

ATHLETICS:

1.	Baseball	
	-varsity	11%
	-junior varsity	7%
2.	Basketball	
	-varsity	12%
	-junior varsity	9%
	-8 th	6%
	-7 th	6%
3.	Cheerleading	
	-varsity/junior varsity sideline	8%
4.	Competitive Cheer	
	-varsity	9%
	-junior varsity	6%
	-middle school	4%
	-assistant middle school (if numbers exceed 22 at first contest)	2%
5.	Cross Country	
	-varsity	8%
	-middle school	4%
6.	Football	
	-varsity	12%
	-assistant varsity	9%
	-junior varsity	9%
	-assistant junior varsity	8%
	-middle school	6%
	-assistant middle school (if numbers exceed 22 at first contest)	4%
7.	Golf	
	-varsity	7%
8.	Softball	
	-varsity	11%

	-junior varsity	7%
9.	Track	
	-varsity	11%
	-assistant varsity (up to 3)	7%
	-middle school (girls)	6%
	-middle school (boys)	6%
	-assistant middle school (if numbers exceed 50)	4%
10.	Volleyball	
	-varsity	12%
	-junior varsity	8%
	-8 th	6%
	-7 th	6%
11.	Wrestling	
	-varsity	12%
	-assistant varsity	7%
	-middle school	6%
	-assistant middle school (if numbers exceed 15 at time of first meet)	4%
12.	Soccer (boys)	
	-varsity	11%
	-junior varsity	7%
	Soccer (girls)	
	-varsity	11%
	<u>Other:</u>	
1.	Band (marching, pep, concert)	12%
2.	Vocal Music	8%
3.	Elementary Music Program Director	4%
4.	Class Advisors (based on 4 th step BA)	
	-9 th	2%
	-10 th	2%
	-11 th	3%
	-12 th	4%
5.	Drama Director	9%
	-assistant musical director (only for major musical production)	6%
7.	Quiz Bowl	2%
8.	Student Council	
	-elementary advisors for approved programs	2%

	-middle school advisor	2%
	-high school advisor	4%
9.	Yearbook	7%
10.	National Honor Society	3%
11.	Math Department Chairperson (contest coordinator)	2%
12.	Science Department Chairperson (contest coordinator)	2%

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

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

APPENDIX E
TEMPORARY CONTRACT VARIATION REQUEST FORM

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

Name of Program: _____ Date _____

Building: _____

Proposed Starting Date: _____

Proposed Ending Date: _____

Contact Person: _____

Other People Involved in the Planning: _____

Description of the Proposed Program: _____

Anticipated Contract Implementation (if known): _____

Impact on Staff: _____

Identify Goals and Objectives of the Program: _____

Describe Process for Assessing Program: _____

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

APPENDIX F
CALENDAR
Insert Agreed 2012-13 Calendar