

CONTRACT AGREEMENT

SHELBY BOARD OF EDUCATION

AND

SHELBY EDUCATION ASSOCIATION

2011-2012

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**SHELBY BOARD OF EDUCATION AND SHELBY EDUCATION
ASSOCIATION
2011 – 2012 AGREEMENT**

**ARTICLE I
Recognition**

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

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

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

**ARTICLE II
Management Rights**

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

Section A

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

Section B

Teachers shall not be assigned outside the scope of their teaching certificate and their major or minor field of study and, if applicable, "highly qualified" status except temporarily and for good cause. Tenured teacher assignments can be outside the teacher's major or minor field and, if applicable, "highly qualified" status with teacher consent and Board determination of qualifications to be essential for satisfactory job performance. The teacher and the Association shall be so notified prior to August 1, unless exceptional circumstances render this impossible. "Highly qualified" (if applicable) shall be defined by the federal ESEA/NCLB Act of 2001 as amended, 20 USC 6301 et seq. and Michigan Department of Education regulations.

ARTICLE V Deductions for Professional Dues

Section A

Each teacher covered by the negotiated agreement between the Shelby Education Association (S.E.A.) and the Shelby Board of Education, and who is not a member of the S.E.A. in good

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

Section B

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

1. The Fair Share Committee shall consist of the Superintendent, 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.

ARTICLE VI Transfer and Vacancies

Section A: Transfer

1. The word "transfer" shall mean a change in:
 - a. Building assignment
 - b. Grade level assignment in grades DK-5
 - c. Subject area assignment
 - d. Non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
2. The parties agree that frequent involuntary transfers are disruptive to the educational process and interfere with optimum teacher performance. Therefore, involuntary transfers shall be for stated reasons that are shared with the SEA and minimized and avoided whenever possible. Should an involuntary transfer become necessary, volunteers shall be solicited from among the affected staff and the most senior certified and, if applicable, highly qualified teacher volunteer will be given consideration for the position; if the senior teacher is not assigned the position, the teacher may request a meeting with the administration and an Association representative to provide the reason(s) for not making the transfer. If an involuntary transfer becomes necessary, the Superintendent or his designee shall notify the Association and hold a conference with the teacher(s) to be transferred.
3. In the event that an involuntary transfer is necessary because of a position being eliminated or to satisfy ESEA/NCLB highly qualified requirements, the least senior certified and, if applicable, highly qualified non-probationary teacher in the individual

building for New Era, Benona and Ferry; in the grade level for Thomas Read; and in the subject area for the middle school and high school shall be the teacher transferred.

Section B: Vacancies

1. "Temporary vacancy" shall mean a bargaining unit position held by a teacher on a leave of absence.
2. "Permanent vacancy" shall mean a bargaining unit position created (including but not limited to positions created by increased enrollment, revised curriculum, and increased sections at grade or subject levels) or a bargaining unit position the Board intends to fill because of the resignation, retirement, dismissal for cause, or death of the teacher assigned to said bargaining unit position.
3. The Board shall not be required to post temporary vacancies.
4. Whenever any permanent vacancy exists which is not filled by the recall of a teacher laid off from the school district, the Board shall publicize the same by posting the vacancy in each building, teacher's lounge, or work area for a period of not less than ten (10) working days. A copy of the posting shall be forwarded to the Association. Postings of permanent vacancies which occur during the summer months shall be mailed in the pay envelope of each teacher.
5. Any teacher may apply for any permanent vacancy. All interviewed applicants for a position shall be notified by the Board when said position is filled.
6. In filling a temporary vacancy, the following provisions shall govern:
 - a. The vacancy shall be filled by recall of a certified and (if applicable) highly qualified teacher on layoff from this school district.
 - b. If there is no teacher on layoff from this school district certified and (if applicable) highly qualified for the vacancy, the Board may fill the vacancy from any source.
7. In filling a permanent vacancy, the following provisions shall govern:
 - a. The vacancy shall be filled by recall of a certified and (if applicable) highly qualified teacher on layoff from this school district.
 - b. If there is no teacher on layoff from this school district certified and (if applicable) highly qualified for the vacancy, the Board may fill the vacancy from any source. Consideration will be given to the internal candidates. At the teacher's request, administration will meet with the teacher and a representative of his/her choice to explain reasons the teacher did not get the awarded position.
 - c. Whenever any vacancy in any teaching position in the district shall occur, the Board shall publicize the same by providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days.

ARTICLE VII Layoff and Recall

Section A

No teacher shall be laid off unless there is a reduction in the total number of students enrolled into the district or there is a reduction in the operating revenues of the district. A teacher subject to layoff for the subsequent school year shall be notified of such layoff in writing by May 1st of the current school year.

Section B

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

Section C

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. All bargaining unit members as of June 30, 1992, shall be ranked on the list in order of their first day of work, as above defined. All bargaining unit members hired after June 30, 1992, shall be ranked on the list by the date and time of last hire.

Section D

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

Section E

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

Section F

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

Section G

In recalling teachers from layoff, no teacher will be terminated, lose recall rights, or seniority, if the teacher is under contract with another public school for one (1) year from time of recall, or if the teacher is currently working for a non-public school and the recall is during the school year.

Section H

Teachers shall retain recall rights as provided by the Teachers' Tenure Act or for the teacher's length of seniority up to four (4) years as of the date of layoff unless after the termination of the above recall timeline the tenured teacher provides an annual written notice that he/she wishes to be retained on the recall list by June 1st of each year.

Section I

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

ARTICLE VIII Teaching Conditions

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

Section A: Class Size

Class Size.

1. Elementary
 - a. a maximum of 16 students per class, developmental kindergarten
 - b. a maximum of 26 students per class, K-3
 - c. a maximum of 29 students per class, 4-5
 - d. a maximum of 21 students per multi-graded class K-3, 24 for grades 3 and 4, and 25 for grades 4 and 5.
 - e. Should a classroom enrollment exceed contractual agreement levels during the school year due to "resident" move-ins, intra district schools of choice students may be moved back to their "local" school as a means of dealing with this overload. Parents of students who are accepted through the intra-district schools choice program must be notified of the afore-mentioned policy on the schools of choice application form.

2. Secondary

- a. English, math, social studies, foreign language and any classes not listed: an average of 31 students per class assigned any teacher with no more than 150 students 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. Industrial and practical arts, art, technology, life skills, and science shall also be limited, within reason, by the number of teaching stations available, except additional students may be included upon mutual agreement among the teacher, principal, and Association.

Section B

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

1. Excess students will be redistributed among other classes at the same grade level or subject area within the affected schools.
2. Additional teachers will be hired.
3. 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.
5. Each student mainstreamed into a non-special education class shall be counted in the regular daily classroom count and shall be equitably distributed among all available classes in that building unless the receiving general education teacher agrees otherwise. The parties recognize that the mainstreamed student's general classroom needs should be addressed in the student's IEP for mainstreamed activities.

Section C

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

Section D *Substitute Teachers*

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

Section E *Variances*

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

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

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

Section F

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

Section G

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

Section H

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

Section I

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 IX Teaching Hours

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

Section A

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

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

Section A

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

Section B

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

Section C

In the case of death, the monetary value of any unused sick leave, as determined elsewhere in this section, shall be paid in a lump sum to the survivor named by the teacher, and shall have a cash surrender value of fifty (50) percent of the accumulated compensable leave to his or her credit 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.

Teachers on the twelfth step of the salary schedule who retire or voluntarily terminate on a given year shall be granted fifteen (15) accumulated days in addition to the maximum of one hundred (100) days on that given year. If a teacher has not accumulated one hundred (100) days, the fifteen (15) days shall be added to his/her earned accumulated days.

Upon receipt of a letter of resignation, the Shelby Board of Education will pay to the staff member who has terminated his/her services, the amount due for unused sick days to be paid ninety (90) days prior to the termination date, or defer the payment of unused sick days for up to one year if requested by the teacher. Effective with the 2007-08 school year, to be eligible, the employee must notify the employer by March 1st of their intent to retire. This may be waived at the Board's discretion. The notice will be kept confidential at teacher's request.

Section D. Severance Pay:

Any teacher who has taught twelve years in the Shelby Public Schools system, upon retirement or voluntary termination of services, is eligible to receive severance pay.

Any teacher hired prior to June 17, 2002, who is on the twelfth step, upon retirement or voluntary termination of services, is eligible to receive severance pay.

1. Teachers hired before December 31, 1982 shall be paid 50% of their salary as follows:
 - First fiscal year of retirement or voluntary termination -- 25% of salary earned during last year of employment.
 - Second fiscal year of retirement or voluntary termination -- 15% of salary earned during last years of employment.
 - Third fiscal year of retirement or voluntary termination -- 10% of salary earned during last year of employment.
2. Effective June 30, 2008, teachers hired after December 31, 1982 shall be paid 45% of their salary as follows:
 - First fiscal year of retirement or voluntary termination - 20% of salary earned during last year of employment.
 - Second fiscal year of retirement or voluntary termination -- 15% of salary earned during last years of employment.
 - Third fiscal year of retirement or voluntary termination -- 10% of salary earned during last year of employment.
3. Effective June 30, 2009, teachers hired after December 31, 1982 shall be paid 40% of their salary as follows:
 - First fiscal year of retirement or voluntary termination -- 20% of salary earned during last year of employment.
 - Second fiscal year of retirement or voluntary termination -- 10% of salary earned during last years of employment.
 - Third fiscal year of retirement or voluntary termination -- 10% of salary earned during last year of employment.

A request will be honored for the inverse of the percentages, 10% first year; 15% second year; 25% third year for those paid at the 50% rate (i.e., pre-1982 hires).

A request will be honored for the inverse of the percentages, 10% first year; 15% second year; 20% third year for those paid at the 45% rate (i.e., post-1982 hires).

A request will be honored for the inverse of the percentages, 10% first year; 10% second year; 20% third year for those paid at the 40% rate (i.e., post-1982 hires).

The following conditions are attached to severance pay:

1. The teacher must be on the twelfth step.

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

Section E

It is agreed that the use of leave days will be strictly confined to the legitimate purpose specified in Article X, Section F1&F2. For all absences, the teacher is required to notify the school administration 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:* Bonafide physical incapacity to report for and discharge duties to the extent of unused days credited.
2. *Bereavement or illness:* Leave up to a maximum of six (6) days, when required, will be granted in case of death or illness of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents, grandchildren, brother-in-law, or sister-in-law. The amount of days which will be approved will depend upon the travel and circumstances involved. One (1) day leave each year may be granted for a funeral of one other than that of the immediate family.
3. *Personal Leave:* At the beginning of every school year, each teacher shall be credited with two (2) days to be used for personal leave. A teacher planning to use a personal day (s) shall notify his/her principal at least two (2) days in advance, except in cases of emergency. Personal leave days shall not be deducted from sick days for teachers who are on or beyond the twelfth step. One

unused personal leave day will be credited to the following year, resulting in a maximum of three (3) personal leave days.

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

As a courtesy, personal day requests for the purpose of deer hunting on 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. *Sick Bank:* A sick bank will be established and can be drawn upon by all teachers. The sick bank will be administered by the executive board of the S.E.A with input from the Superintendent. The Executive Board of the SEA and Superintendent must both agree when approving sick bank requests.

Teachers who have exhausted their accumulated sick leave days may make withdrawals from the sick bank for illness, accidents, or disability. A teacher may not make withdrawals from the sick bank in any given year, until two days of unpaid sick leave have first been utilized. All requests for sick bank use will be in writing to the Shelby Education Association and a copy will be provided to the Superintendent. All sick days borrowed from the sick bank will require a statement from a physician, psychiatrist, or psychologist who is mutually agreeable to the Board of Education and the Association. The Board will pay the expenses if the teacher's doctor is not acceptable to the Board. The amount of days withdrawn will be no more than the number of days needed between the member's accumulated sick leave and the time period that long term disability (LTD) begins but not more than forty-five (45) days total accumulation, except that additional days may be granted with mutual agreement of the committee and superintendent.

Upon leaving the District's employment, all teachers who accessed the sick bank prior to September 1, 2006 will have the number of days borrowed from the sick bank subtracted from his/her unclaimed sick days for the purpose of payment described in Section C of this article. All teachers who access the sick bank after September 1, 2006 shall have days subtracted from his/her unclaimed sick days at a rate of three (3) days per year paid at the beginning of the school year for each year until repaid. The teacher may opt to repay the days at a rate of more than three (3) days per year at the end of the school year. All days would have to be repaid per the above schedule and prior to leaving the district. If the individual teacher has no unclaimed sick days upon leaving the district for retirement or resignation, the debt will be subtracted from his/her final pay (at the teacher's option, severance pay, if applicable). (i.e., the district shall deduct the total cost of

the daily substitute rate paid by the district for each day not repaid through the teacher's unclaimed sick days at retirement or resignation).

5. Disability associated with pregnancy, miscarriage, abortion, or childbirth shall be treated as any other disability. Child care leaves (beyond the employee's disability) shall not be a permissible use of the sick bank. In cases of adoption, a maximum of 15 days total may be borrowed as part of the 45 day total.
6. The Association will be entitled, from their sick leave bank, fifteen (15) days per year by teachers who are officers or agents of the Association; such as to be at the discretion of the Association. Forty-eight (48) hours notice to the administration is required.
7. 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 F

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 XI Leaves of Absence

Section A: Sabbatical Leave

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

1. *Eligibility:*
 - a. An applicant must possess a Michigan Life, or Continuing, or Permanent Certificate and must have secured seven (7) consecutive full years of teaching service in the Shelby School District.

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

2. *Application:*

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

3. *Selection:*

- a. The Committee for Sabbatical Leave shall consist of the President of the S.E.A. and an elementary and a secondary principal appointed by the S.E.A. and the Board. The Committee shall be chaired by the Superintendent of Schools.
- b. Consideration will be given to:
 - 1. Assured eligibility.
 - 2. The proposed teacher's potential for contributing to the applicant's professional growth.
 - 3. The applicant's prior contribution to Shelby Schools and potential for further support.
 - 4. The applicant's need for financial support.
 - 5. Any other pertinent factors as established by the Committee.
- c. In establishing sabbatical leave, the Board may grant sabbatical leave to candidates recommended by the Committee for Sabbatical Leave.

4. *Compensation:*

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

5. *Miscellaneous Administration Provisions:*

- a. Sabbatical leave may be for a portion of a year but not to exceed two (2) semesters.
- b. A teacher on sabbatical leave may not deviate from his/her approved plan except with the written permission of the Superintendent of Schools.
- c. Any falsification of information by the teacher in application or other report required as part of sabbatical leave may subject the leave to termination by the Committee for Sabbatical Leave.
- d. Sabbatical leave will be automatically terminated should the grantee be placed upon probationary academic status by his/her college or university.
- e. Upon return from sabbatical leave the teacher shall be advanced on the salary schedule as though he/she had been employed as a teacher during the period of leave. He/she shall be restored to his former position, or to a position of at least comparable nature of status and seniority and pay. (Provided by Section 380.1235 of Michigan School Code)

Section B: *Unpaid Leaves of Absences*

1. A leave of absence up to two (2) years may be granted to any 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 following the position held before the leave.
2. A leave of absence not to exceed four (4) years shall be granted to any tenured teacher upon application for the purpose of campaigning for, or serving in a public office. Upon return from such leave, a teacher shall be placed at the position on the salary schedule following the position held before the leave.

3. Unpaid leave of absence may be granted to any teacher, upon application, for circumstances beyond a teacher's control. This leave is not to exceed one (1) year. Upon return from such leave, the same conditions shall be in effect as in B.2.
4. Child Care Leave shall be granted when requested by a teacher in accordance with this Article.
5. Unpaid leave of absence shall be approved by the Board of Education.
6. Failure to return within three (3) work days of expiration of approved leave of absence without reason and notice to the District as soon as practical shall be considered as a voluntary resignation.
7. 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.

ARTICLE XII
Continuity of Operation

Section A

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

Section B

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

Section C

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

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 XIII Teacher Evaluation and Progress

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

Section A

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

Section B

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

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

Section C

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

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

The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school and social environment and that the teacher alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Student achievement data derived from standardized tests (or state assessments) shall be used to assess and improve the instructional program, to make curriculum adjustments, and to assist in identifying professional development needs. The extent of student achievement on standardized tests shall be viewed in light of the spectrum of influences that impact student progress. Test results shall not be regarded as conclusive evidence of a teacher's competency or, by themselves, be utilized as an evaluation criterion.

Section D

Teaching assignments outside the teacher's area of certification shall not be evaluated solely based upon his/her expertise with curriculum and instructional content proficiency in the first year of the assignment.

Section E

Evaluations shall be by personal observation in and outside of the classroom, during school hours, conducted by the teacher's immediate supervisor or in the instance of an unsatisfactory evaluation, another administrator may be assigned for observation with advance notice to the teacher, or upon the teacher's request. Efforts will be made to mutually agree upon the administrator. In addition, it is recommended that each teacher have his/her students evaluate his/her performance at least once during the school year using either a form supplied by the building principal, or some other way of student evaluation of his/her own choice and the teacher's students surveys shall not be open to administrative review.

Section F

All formal evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the evaluation. If the teacher disagrees with the evaluation, he/she may submit a

written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a tenured teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Section G

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

If a tenured teacher is given an overall unsatisfactory evaluation, or if discharge of tenured teacher (including demotion), or is to be considered because of inadequacies observed in the work with students, such action must minimally be preceded by the development of a plan of assistance (IDP) that includes:

1. Observations of the inadequacies by more than one (1) administrator through the evaluation process described elsewhere in the Agreement.
2. Clear direction of what it is that the teacher must improve and the consequences of failure to do so within the timelines prescribed in the plan. Evaluation criteria not specifically listed in the current evaluation form will be identified.
3. Adequate opportunity for the teacher to make improvements.
4. Assistance from administrators and school district resources to help the teacher improve.

Section H

Probationary teachers shall be observed for the purpose of evaluation at least three (3) times during the school year. These observations shall occur during the following schedule: at least one prior to November 15, a second between November 16 and January 15, and a third between January 16 and March 1. These times will be adjusted for probationary teachers based upon their anniversary date of hire. Tenure teachers shall be observed at least once every three (3) school years beginning no sooner than October 1, and ending no later than May 1.

Section I

No later than April 15 of each probationary year or sixty (60) calendar days before the anniversary date of hire, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing year, will be furnished by the administration to the

Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. The report shall not contain any information not previously made known to and discussed with the probationary teacher. In the event a teacher is not continued in employment, the Board will advise the teacher of the specific reasons in writing and a copy will be given to the Association.

Section J

Each teacher's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this teacher is:
(check one) ___ Highly Effective ___ Effective ___ Minimally Effective ___ Ineffective

Section K

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

Section L

No teacher shall be disciplined (including written reprimands, suspension, reductions in rank or professional advantage, discharge, or any other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for major disciplinary action will be made available to the teacher in writing.

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present 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 bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under provision of the agreement.

Further, bargaining unit members who are given unusual responsibilities, or difficult situations in which to work, large numbers of students with learning or behavior problems, excluding special education classes, and/or large classes, will have these factors taken into account in the evaluation of the teacher.

Section M

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

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

ARTICLE XIV Professional Grievance Procedure

Section A

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

Section B

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

Section C

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure within six (6) months 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.

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

Section G

If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she may be reinstated as determined by the arbitrator. If any teacher or bargaining unit member shall have been found to have been improperly deprived of any professional compensation or advantage, the remedy shall be as assigned by the arbitrator in the matter.

Section H

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

Section I

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

Section J

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

Section K

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

Section L

Grievance form is in Appendix C.

**ARTICLE XV
Retirement Policy**

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

**ARTICLE XVI
Negotiation Procedure**

Section A

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

Section B

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

Section C

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

Section D

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

Section E

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

ARTICLE XVII Calendar Language

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

ARTICLE XVIII Duration of Agreement

This Agreement shall be in effect September 1, 2011 and expire August 31, 2012

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 and one hundred (100) percent vote of the Board will be required.

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

ARTICLE XIX Reorganizations

Section A

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

Section B

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

Section C

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

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 _____

Date: _____

Board of Education Secretary

SEA Chief Negotiator

Date _____

Date _____

SALARY SCHEDULE
2011-2012*
(Wage Freeze Continuation of the 2008-2009 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

* Effective for the 2011-2012 school year all eligible teachers will be advanced their experience step on the wage schedule. However, the new step increase will not be paid during the 2011-2012 school year. (During 2011-2012 teachers will be paid the step wage rate paid during the 2010-2011 school year.)

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 three (3) credit hours or the CEU equivalent are earned between the end of the 12th year and before the end of the fifteenth year. Supplemental pay will become effective during the semester immediately following when the credits were earned.

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

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

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

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

SUPPLEMENTAL PAY: STIPULATIONS

1. Credit courses may not be duplicated.
2. A transcript of the completed course (s) must be placed on record in the office of the superintendent.
3. Credit courses must be approved by the superintendent 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: ~~2003-04~~ (\$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.

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

APPENDIX B INSURANCE

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

Effective until September 30, 2011, each teacher who elects Option A, shall annually choose to include either: MESSA Choices II (\$5/10 R_x co-pay) or MESSA Super Care I* Health Care (\$10.00 R_x co-pay), with 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.

* UNTIL SEPTEMBER 30, 2011 Employees who select MESSA Super Care I shall pay the difference between Choices II and Super Care I health care insurance premium costs as published by MESSA for the rating area that includes Shelby Public Schools. The difference in the costs shall be determined using the specific health plan coverage the employee requires (i.e., single, two person, or full family premium difference).

Effective October 1, 2011, 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) with 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.

Effective October 1, 2011 each teacher electing health/medical insurance (Choices II) will pay a premium co-pay equal to 10% of the monthly costs of the teacher's specific insurance coverage level. This payment will be by payroll deduction with the employee's option to utilize the district's 125 Plan outlined below. (District will pay \$6322.00 single, \$13,991 double, \$15,544 family, through August 31, 2012).

OPTION B: for those not electing health insurance, shall include MESSA LTD, Delta Dental 90/90/90 \$1,500, negotiated life \$15,000, Vision VSP-2 Silver, plus a flexible benefit plan which allows for an annuity amounting to the single subscriber benefit rate. Those not electing the annuity may choose other MESSA Options, or a cash payment amounting to the single subscriber benefit rate. This option will be evaluated and is subject to change after one year.

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

The District shall contribute an additional \$17,000 in 2008-2009 toward long term disability insurance. (This shall be used to purchase additional maximum monthly income coverage).

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 September 1, and ending August 31. Should an employee die during the term of his/her contract, the board shall continue payment of the applicable insurance premiums through the following August 31.

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%	
	-freshman	7%	
	-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 4)		7%
	-middle school (girls)		6%
	-middle school (boys)		6%
	-assistant middle school (if numbers exceed 50)		4%
10.	Volleyball		
	-varsity		12%
	-junior varsity		8%
	-9 th	7%	
	-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%
6.	Technology Club		3%
7.	Quiz Bowl		2%

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

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

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

**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 2011-12 Calendar

SHELBY BOARD OF EDUCATION

AND

SHELBY EDUCATION ASSOCIATION

LETTER OF AGREEMENT

The parties shall establish a volunteer committee to review and recommend changes in the evaluation form. The committee shall consist of three (3) Association members appointed by the Association and three (3) members appointed by the Board. Until such time as the new evaluation form has been approved by the Shelby Board of Education and the Shelby Education Association Executive Board, the current forms shall continue in use.

For Shelby Public Schools

For Shelby Education Association

Date _____

Date _____

**Letter of Agreement
Between the
Shelby Public Schools Board of Education
And the
Shelby Education Association**

Subject: Coaching Positions - Employment option through PCMI

The parties agree that Employees who are employed in coaching positions will be offered the option of being employed either directly through the Shelby Public School district or through PCMI. The Employee's selection of the employer for a Schedule D coaching assignment will be made on an annual basis prior to the start of the Employee's Schedule D coaching assignment. The Employee's decision will remain in effect for the entire annual Schedule D coaching assignment. In the event that an employee has more than one Schedule D coaching assignment the Employee must make a determination for each assignment. In the event the Employee does not make a selection the employer will be Shelby Public Schools.

An Employee's selection of employer (Shelby Public Schools or PCMI) for a Schedule D coaching assignment will not in any way impact the Employee's status, retention in the position, or work record. Furthermore, the compensation and work requirements for a Schedule D coaching position will be as negotiated between the parties and listed in Schedule D irregardless of the selection made by the Employee.

It is understood that any Employee who elects PCMI as the employer for a Schedule D coaching position will not be credited with MPSERS service credit for the wages and work hours compensated through PCMI.

This agreement will continue for the duration of the 2011-12 Master Agreement and will continue only upon the mutual agreement of the parties.

This is the full agreement of the parties. Any modifications must be mutually agreed and in writing.

For Shelby Public Schools

For Shelby Education Association

Date _____

Date _____

**Letter of Agreement
Between the
Shelby Public Schools Board of Education
And the
Shelby Education Association**

Subject: Article XII. D., Unenforceable Contract Provisions

The parties agree that the current Bargaining Agreement (contract), Article XII, D., recognizes and addresses contractual provisions that may be found contrary to law.

The recent passage of Public Acts 100-103 of 2011 modifies previous statutes that address teachers covered by the Tenure Act. As a result of this some SEA contract provisions may be found contrary to law for teachers covered by the Tenure Act. The parties agree that Article XII. D. recognizes that any contract provision that is found to be contrary to law for teachers covered by the Tenure Act will then be considered unenforceable under the contract for those teachers. (The provisions will continue to apply to teachers not covered by the Teacher Tenure Act.)

The parties agree to work to make sure the contract is in compliance with the requirements of PA 100-103 and contract Article XII. D. As soon as practical the parties will meet to negotiate the language matters addressed here to the extent allowed by law.

The parties further agree that Article XII, D. specifies that the specific contract provisions found contrary to law shall be considered unenforceable and all other provisions and applications of the contract shall remain enforceable until such time as the parties agree otherwise.

The parties agree that the interpretation and/or enforceability of the language addressed above could change either through the courts or legislation. In such a case the applicable provisions will once again apply as determined by the court decision or legislative change(s).

For the Shelby Public Schools

For the Shelby Education Association

Date _____

Date _____