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6/30/98
Extension 6/30/99

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION OF THE
SHEPHERD PUBLIC SCHOOLS**

AND

**THE SHEPHERD EDUCATION
ASSOCIATION**

JULY 1, 1997 THROUGH JUNE 30, 1998

Extended to 1999 (see enclosed agreement)

Shepherd Public Schools

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AGREEMENT
between
THE BOARD OF EDUCATION OF THE SHEPHERD PUBLIC SCHOOLS
and
THE SHEPHERD EDUCATION ASSOCIATION

This agreement entered into this 19th day of August, 1997 by and between the Board of Education of the Shepherd Public Schools, Shepherd, Michigan, hereinafter called the "Board", and the Shepherd Education Association, hereinafter called the "Association". The term "Board" shall refer to the Board of Education (or its designated representative). The term "Association" shall refer to the Shepherd Education Association (or its designated representative).

WITNESSETH

Whereas the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining agent in the below described unit for employees noted.

"All certified school employees under contract to the Board, the school social worker, school nurse (accretion agreement attached), and Odyssey High School teachers, but excluding: all substitutes, the Superintendent, Business Manager, Director of Buildings and Grounds, Community Education Director, Assistant Principals, Principals, Supervisors of Professional Personnel or Programs, Athletic Director, and Directors of Federal Programs and Special Services."

- B. The terms "Board" and "Association" shall include authorized officers, representatives and agents.

ARTICLE 2 - ASSOCIATION RIGHTS

- A. Duly authorized representatives of the Association will have the right to use school property for the purpose of transacting official Association business, provided that this shall not interfere with or interrupt normal school operations or previously scheduled commitments. Use request will be made by the Association President to the Administrator in charge of building usage.
- B. Association members acting as representatives of the Association on official Association business will be released from teaching duties, providing the total number of days per year shall not exceed fifteen (15) and the Association pays the district the cost of a substitute if one is secured. These days, when taken consecutively, shall not exceed four (4). It shall be the duty of the Association President to request Association release time from the Superintendent.
- C. Upon request, the Board shall make available to the Association all information that is available to the public. In the event the document is not ready for distribution on the date of request, it shall be forwarded to the Association President within five (5) days after becoming available. Tentative Board Minutes shall be forwarded to the Association President within five (5) days after it becomes available.
- D. Any teacher who is a member of the Association or has applied for membership shall sign and deliver to the Board an authorization for deduction of professional dues in the Association. Such authorization shall continue in effect from year to year, unless revoked in writing between August 1 and August 31 of any year. A statement of the amount of dues to be deducted for each teacher shall be provided by the Association, deducted from the teacher's total salary, divided into 20 amounts and deducted in even amounts from each salary payment. Teachers opting for 26 pay periods may designate a 'lump sum' payoff for the second pay period in June for the remainder of their contracted salary, provided they transmit a written request to Central Office for such option no later than the preceding April 1.
- E. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee in the same manner as provided in Section D of this Article. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below. The Board agrees to promptly disburse said sums upon direction of the Association.

1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph E above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
 - d. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.
 - e. Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment. In that event, an appropriate pre-termination hearing shall be conducted. Such terminations shall not be arbitrable under this Agreement.
- F. Pursuant to Chicago Teachers Union v Hudson, 106 S. Ct. 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

- G. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- H. The Association will certify at least annually to the District, ten (10) days prior to the date of the first payroll deduction for professional fees and at least ten (10) days prior to the date of the first payroll deduction for service fees, the amount of said professional fee and the amount of service fee to be deducted by the District and that said service fee includes only those amounts permitted by this Agreement and by law. In the event of a challenge to the Agency Shop Fee, the Association also agrees to furnish the District, upon request, with the supporting rationale for Agency Shop Fee challenge procedures and expenditure allocations.
- I. The Association agrees to promptly notify the District in the event a court order or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such a court order or arbitration award, the District and the Association shall meet to renegotiate the provisions requiring modification.
- J. Teachers who were employed in the system as of 1974-75 and did not pay dues and/or fees in 1990-91 may elect not to contribute under this Section of the contract and are exempt if they so elect, until they waive the exemption.
- K. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the District and the Association.
- L. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Section of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be against the Board as the result of said suit or action.

- M. The Agency Shop provisions of this Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- N. The President and Secretary of the Association will be included on the mailing list for Board minutes and public agendas.

ARTICLE 3 - BOARD RIGHTS & RESPONSIBILITIES

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the children of the Shepherd Public School District, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including:
 - 1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 - 2. The right to hire or promote all employees, to determine their qualifications, to transfer, to reduce staff and to take disciplinary action, provided the latter is for reasonable and just cause.
 - 3. The right and responsibility to establish grade levels and courses of instruction.
 - 4. The selection of textbooks and teaching materials, and various teaching aids.
 - 5. The right to determine master class schedules, the instructional requirements, and assignments of teachers with respect thereto.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of the Agreement.

ARTICLE 4 - PROFESSIONAL COMPENSATION

- A. The salaries of teachers are set forth in Schedule A, which is attached to and incorporated into this Agreement. Each teacher's contract salary shall be divided by 21 or 26, as specified by the teacher not later than the Friday prior to the first pay period.

The Board shall make payroll deductions, upon written authorization, from teachers for annuities, credit union, local financial institutions, savings bonds, insurance and

other programs that have been approved by the Board. Normally the deduction will be implemented within thirty (30) days after written authorization is received from the teacher. This provision is also subject to applicable rules and regulations of the involved financial institutions, insurance companies, and other organizations to which such deductions are forwarded.

- B. Salary differentials for extra responsibilities are included in Schedule B of the Agreement. The Board reserves the right to leave vacant or to vacate any position paying salary differential. Also, the Board may add positions to said list at the established rate (See Schedule B). If the Board determines to create a new position, properly belonging on Schedule B, the Board shall have the right to establish an interim rate of compensation for that position. The Board shall notify the Association of all new or additional positions to be filled and the interim rate of compensation that is established. The Association shall have the right to bargain over the rate if there is disagreement with the Board's decision in that regard. Stipends payable for extra responsibilities shall be paid in a lump sum to be issued in the pay period following the conclusion of the activity responsibility. Vacant Schedule B positions shall be posted in accordance with Article 9.
- C. The daily rate of pay shall be determined by the following formula: Teacher's contractual salary divided by the number of contractual days. The school year will consist of days, as listed on the calendar.
- D. If a teacher is engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation, he shall be released from regular duties without loss of salary.
- E. Reimbursement of school personnel for authorized travel shall be at the prevailing IRS business standard mileage rate. It is understood by the Board and Association that the reimbursed transportation expense does not constitute or represent a lease agreement for automobiles owned by the said personnel. The Board shall provide liability insurance protection for teachers when a personal or school automobile is used as provided in the Section. The minimum coverage shall be \$100,000 per person, \$300,000 per accident, \$25,000 property damage.
- F. A teacher shall be released from regular duties, without loss of salary, maximum of two (2) days per year for the purpose of participating in approved professional meetings, conferences or workshops in the areas of the teaching responsibility. A teacher may be released on such days for the purpose of approved school visitation. In the event the administration specifically requests a teacher to attend a particular meeting, conference or workshop, neither the day(s) nor the associated expenses shall be charged against the teacher's professional days or financial allotment. The request form for these days shall specifically designate administrative approval if the days are non-chargeable. The total cost of attending said conferences, excluding

salaries paid to substitute teachers, shall not exceed \$250 per year for any one teacher. All requests must be submitted to the principal and approved at least five (5) school days prior to the meeting. Upon return from approved conferences, the teacher may be required to provide inservice education to members of his respective departments as deemed appropriate by the Administration. The principal may grant additional conference days. Whenever transportation is provided by school vehicles, the cost for gas is to be borne by the Board. When it is necessary for a teacher to use his/her own vehicle to attend an approved conference, the teacher shall be reimbursed up to a maximum of 500 miles round trip per conference at the mileage rate specified in paragraph E of this article.

Neither the cost for gas nor mileage shall be charged against the allotment.

- G. Credit shall be given for each year of teaching experience outside this system up to, and including, six (6) years. Over six (6) years of credit shall be given on a two (2) for one (1) basis. Any credit may be waived on the part of an incoming teacher if done in writing and in no case less than step 2.
- H. Teachers who have served at least eight (8) years in the Shepherd Public Schools and who retire from Shepherd Public Schools under the provisions of the Michigan Public School Employee's Retirement System (and who have reached the top step of their salary column) shall receive a one-time retirement severance payment in the amount of three thousand dollars (\$3000).
- I. Teachers shall receive longevity benefits in accordance with the following schedule:

Level I

- a. Beginning with the 15th year 1% BA step 1
of service through the 19th year of service
- b. Beginning with the 20th year 1.5% BA step 1
of service through the 24th year of service
- c. Beginning with the 25th year 2% BA step 1
of service and for each year thereafter

Level II (with a minimum of five (5) hours of acceptable credit earned during the preceding five years)

- a. Beginning with the 15th year 2.5% BA step 1
of service through the 19th year of service
- b. Beginning with the 20th year 3% BA step 1
of service through the 24th year of service

- c. Beginning with the 25th year 4% BA step 1
of service and for each year thereafter
1. The five (5) credit hours or fifteen (15) C.E.U.s or combination thereof referenced in Level II longevity must be completed in the five (5) years preceding each year the longevity is paid. For purpose of Level II longevity, a year shall be defined as September 1 - August 31.

Example: If a staff member is to be paid longevity in the 1997-1998 school year, then the staff member would have had to complete five (5) credit hours or fifteen (15) C.E.U.s (or combination of) within the following years:

September 1, 1996 - August 31, 1997
September 1, 1995 - August 31, 1996
September 1, 1994 - August 31, 1995
September 1, 1993 - August 31, 1994
September 1, 1992 - August 31, 1993

2. The five (5) credit hours or fifteen (15) C.E.U.s or combination thereof for Level II longevity must be submitted by November 1st to receive the lump sum longevity payment on the first pay in February of that school year.
3. An hour of acceptable credit is defined as one (1) semester hour. One term hour is equivalent to 2/3 semester hour.
4. "Acceptable Credit" shall be work completed within a teacher's past, present, or future administratively assigned subjects at an accredited institution of higher learning. If the credit is earned at an accredited institution of higher learning located outside the State of Michigan it must be capable of transfer to an accredited Michigan four year college or university.

In the event a teacher wishes to take a course which will not specifically apply to the above, application for waiver can be obtained at Central office. Should the Superintendent fail to approve such waiver, the teacher can appeal the decision to a committee made up of the Superintendent and two administrators; and three teachers selected by the S.E.A.

"Acceptable Credit" shall also include Continuing Education Units (C.E.U.s) as defined by the State Department of Education.

5. "Service" shall be defined as the time that an individual has been employed as a teacher or administrator in a public school. Any credit given for employment in a private school at the time of hire with the Shepherd Public Schools shall be counted as service for the purpose of longevity. The time spent on leaves of absence or on layoff while in the employ of the Shepherd

Public Schools shall be counted as "service" for longevity, but periods of layoff or leaves of absence in other educational institutions shall not count as "service" for longevity purposes.

6. Any year in which a teacher works 91 or more days shall count as a year of service.

Any year in which a teacher works less than 91 days shall not count as a year of service.

7. Longevity shall be earned and credited in one year increments. At the beginning of the 1991-92 school year any existing partial year credits shall be rounded up or down.
8. In order to qualify for payment under this section the teacher has the responsibility to submit written documentation to the central office regarding experience and education credit. This shall include specific service dates and time of course completions.
9. The annual longevity payment shall be made in a lump sum on the first pay in February.

- J. Teachers spending the night at sixth grade camp shall be paid \$75 per night.

ARTICLE 5 - TEACHER RESPONSIBILITY

- A. The working hours shall be established for the school year and teachers notified, no later than August 1 of each school year. In case of financial emergency, notification can be extended to August 15.
- B.
 1. The high school, middle school and elementary school teachers' normal working hours shall be 7:50 am to 3:00 p.m.
 2. The Odyssey High School teachers' normal working hours shall be 7:40 am to 2:50 pm
 3. The Kindergarten teachers' instructional hours will be: Morning Session 8:10 a.m. to 11: 10 a.m. and Afternoon Session will be 11:50 a.m. to 2:50 p.m. to make the two sessions equal.
 4. Teachers' instructional hours for grades 1-12 will be from 8:10 a.m. to 2:50 p.m. Half day schedule will be from 8:10 a.m. to 11:05 a.m.

5. Odyssey teachers' instructional hours will be from 8:00 a.m. to 2:40 p.m. Half day schedule will be from 8:00 a.m. to 10:55 a.m.
-
- C. On Fridays and days before the beginning of a holiday, teachers may leave upon the departure of the buses. With the mutual consent of the secondary teacher involved, the above schedule may be adjusted to start one (1) hour earlier or later.
 - D. All 6-12 teachers shall be entitled to a thirty (30) minute duty-free uninterrupted lunch period. All K-5 teachers shall be entitled to a forty (40) minute (thirty-five (35) minutes duty-free and uninterrupted) lunch period.
 - E. Teachers shall not be required to attend more than two (2) teachers' meetings per month, lasting not later than 4:00 p.m. These meetings will convene on the second and fourth Wednesday of the month. In months when only one meeting would be held, a second meeting may be scheduled. If a second meeting is to be scheduled, the teachers shall be notified on the first teacher work day. A maximum of one (1) special meeting per month may be designated at the discretion of the Superintendent. Teachers shall be notified three (3) days in advance of any special meeting (except in an emergency) and said meeting shall be limited to fifty (50) minutes in length.

No meetings will be held on Friday or on the day preceding a holiday, except in case of emergency, when called by the Superintendent.
 - F. Each teacher shall take inventory of all school property located in the room or rooms or area assigned once each year. The inventory shall be completed in two (2) copies, with one copy to the building principal, and one to be retained by the teacher. At any time that an item appears to be damaged or lost, the teacher shall report said damage or loss at once, but shall not be responsible for such damage or loss, except in the case of negligence on the part of the teacher.
 - G. Teachers shall be required to keep all lesson plans up to date. They shall be required to make available a lesson plan for substitute use by 8:00 a.m. on the date of absence.

ARTICLE 6 - TEACHING CONDITIONS

- A. Wherever feasible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:

1. Kindergarten	25 pupils
2. Developmental Kindergarten	23 pupils
3. Readiness First Grade	23 pupils
4. Elementary School Grades	
Grades 1 & 2	27 pupils
Grades 3 - 5	27 pupils

5. Special Classes for Handicapped (to follow State guidelines)

6. Secondary School Classes:

English	30 pupils
Social Studies	30 pupils
Science	30 pupils
Mathematics	30 pupils
Language	30 pupils
Business	30 pupils
Chemistry	24 pupils
Typing	34 pupils
Industrial Arts	24 pupils
Homemaking	20 pupils
Jr. High Vocal Music	40 pupils
Art - First Year	25 pupils
Art -- Second Year	20 pupils
Physical Education	40 pupils

The Association will be notified as to the total number enrolled in each class as of first official count day following Labor Day.

B. For the duration of this contract, any teacher who has been assigned a student which puts that class size over the negotiated guidelines as stated in Article 6 A, shall have assistance provided for him/her in the form of teacher aide time as follows:

1. Teacher aide time shall be provided as follows:

Elementary: 3 hours per week full time student per homeroom

Middle School: 5 hours per week per full time student per team/department.

High School: Whenever a department's like classes average exceeds the negotiated class size guidelines, those teachers of like classes with the overage shall be provided with adult/student aide time per the following formula:

$$\frac{\# \text{ total students served in the like classes}}{\# \text{ like classes}} = \text{average like class size}$$

English Track III classes are excluded from classification as like classes.

Aide time = 3 hours per week per student overage of negotiated class size guidelines. Aide time shall be allocated to teacher of the like classes based on the percentage each teacher has of the student overage in the like classes.

E.g.
Like classes in a Department.

Total number of students in a Department's like classes = 160

5 like classes in Department.
Class size guideline per contract is 30.

$$\frac{160 \text{ students} = 32 \text{ students}}{5}$$

student overage = 2

3 aide hours/each overage student.

2 overage students x 3 aide hours = 6 aide hours per week for the teachers of those like classes.

2. As an alternative to aide time as provided in section B.1 of this article, a teacher may request compensation of \$3.00 per day (grades DK-5) or \$.60 per class period (grades 6-12) per student in excess of the class size guidelines. Determination of excess students shall be in accordance with the preceding formulas.

The payments shall be made within two weeks of the conclusion of the semester and shall be based on the Friday weekly enrollment in the teacher's class. Selection of the payment alternative shall be subject to the concurrence of the teacher's building principal. If the principal does not concur with the teacher's request, he/she shall provide written rationale for the decision.

3. The Board shall have through the third (3rd) Friday in September to make adjustments in class sizes for the first semester, and through the end of the first complete week of classes of the second semester for High School students to make such adjustments before the above provisions apply.
4. Consistent with (B.1.) immediately above, the Board shall have 5 school days from the date a student is assigned to or withdrawn from a class or department to make the necessary adjustments. (i.e., increase or decrease) in the number of aide hours for student overage in the class or department.
5. Fractions of an hour for requisite aide time will be adjusted up or down to the nearest quarter hour.

6. Aides will be adults selected by the Board. Should student, high school junior or senior, be preferred, the teacher, or department, may request of the building principal placement of such student as his/her aide. The aide, as determined by the principal, may be compensated for his/her time, or may receive credit. Aide responsibilities shall be determined subject to review and approval by the building principal, by the teacher at the elementary school, and by the department at the high school and middle school.
- C. Telephone facilities shall be made available to teachers in the Senior High School and Main Elementary Teacher's lounge during the school year. No charge will be made for local calls. Charges made for personal long distance calls or toll calls must be billed to the teacher's personal residence phone.
- D. Each teacher shall be provided with \$90 for miscellaneous classroom supplies.
- E. Teachers scheduled in a classroom situation any time an assembly is held will attend that assembly in a supervisory capacity.
- F. Every effort shall be made to establish desirable class limits.

ARTICLE 7 - TEACHING LOADS AND ASSIGNMENTS

- A. 1. A normal weekly teaching load in the Secondary School (6-12) will be twenty-five (25) teaching periods and five (5) conference or planning periods. The normal weekly teaching load for Odyssey teachers will be thirty (30) teaching periods and five (5) conference or planning periods. Each Odyssey teacher will be provided a conference or planning period of at least fifty-five (55) minutes daily. Elementary teachers (1-5) will be provided a twenty (20) minute conference or planning period each day prior to the start of the student day. There will be five (5) forty (40) minute periods each week, one per day, within the school day scheduled for conference or planning time (not including the lunch or twenty (20) minute daily supervised recess). In order to meet the additional hours required at the elementary, the twenty (20) minute recess time will be covered by the regular first through fifth grade core classroom teachers. This will be done on a rotation basis worked out by teachers and administrators. Grades one through five core teachers will then be given 2 1/2 days recess comp time at the beginning of the school year. This comp time must be used as whole days and may be carried over. If the teacher uses his/her comp days and leaves the district before the end of the year, that time will be pro-rated. Variations in the scheduling of the planning period within the school day may be made by mutual consent of the classroom teacher and special teacher with approval of the building principal.

The conference or planning time will be spent in the respective school building and the time devoted to school work and the teacher will not as a matter of practice be assigned to other duties during this time.

- B. Elementary teachers who will be affected by grade changes will be notified as soon as practicable. Secondary teachers who will be affected by subject change will be notified as soon as possible after completion of registration each summer. Changes after August 1 (for fall semester) and after January 1 (for spring semester) will be made only for unavoidable and unforeseen situations such as enrollment fluctuations, resignations and leaves of absence. These changes will be preceded by notice to and consultation with the affected teacher and his/her Department Head or Grade Level Chairperson.
- C. No secondary teacher, except an Odyssey teacher, shall have a six class schedule. No probationary secondary teacher, except an Odyssey teacher, shall have more than four preparations, unless by mutual consent and the Association shall be notified in each instance.
- D. No student teacher shall be used as a substitute or in a study hall without prior consultation with the supervising teacher.
- E. If major changes in instructional methods, classroom organization, subject content, school year organization, etc. other than in the Odyssey High School program, are anticipated by the administration, in-service teacher training will be provided with input from the teacher in-service committee. In-service training for Odyssey teachers shall be determined collaboratively with the Odyssey teachers and the program director. Provided, that this section shall not be construed to require an appropriation by the Board of Education for this purpose.
- F. Assignments for special education co-teaching/inclusion teachers:
 - 1. Special education teachers and administrators will meet to mutually agree to assignments for the following year based on seniority. These assignments will be set by the last teacher work day and will be in effect for the following school year. In the event of a vacancy, the position will be posted as established.
 - 2. Special education teachers will have priority to determine with whom they co-teach.
 - 3. By May 1 of each school year, all general education teachers currently assigned to the grade level or subject area to be co-teaching situation shall be offered an opportunity to volunteer.

4. Of the volunteers, general education teachers with the most recent prior co-teaching service in Shepherd shall be given priority.
5. In the event there are more volunteers than available co-teaching assignments, the teacher with the most seniority shall be awarded to the co-teaching situation.
6. In the event there are fewer volunteers than co-teaching situations, a meeting between administrators and grade level/subject area teachers shall be held to seek a solution. If no mutually agreeable solution is reached, the least senior teacher will be assigned to the situation.
7. General education teachers shall not be required to co-teach for more than two consecutive years.
8. Planning time for special education co-teaching inclusion teachers will be as follows:
 - a. Up to one full day per month (up to and including half time will get a half day; more than half time will get a whole day).
 - b. If planning occurs during non-school time, the option exists for the planning team to receive salary compensation equal to a substitute teacher. Additional supply money may be chosen in lieu of the substitute salary.

ARTICLE 8 - DEPARTMENT CHAIRPERSONS

The Principals shall, each year, select from each department an individual to serve as chairperson. In the elementary and middle school, each grade level shall be considered a department. The department chairperson shall:

1. Serve as liaison between teachers of the department and Administration.
2. Serve as faculty council member.
3. Guide the department in recommending and selecting textbooks, supplies and materials.
4. Direct the preparation of the department's needs prior to April 1 of the current year.
5. Assist in coordinating schedule and teaching assignments as directed by the Principal.

ARTICLE 9 – VACANCIES

- A. A "vacancy" shall be defined as either a newly created bargaining unit position or an opening in a bargaining unit position occasioned by the retirement, death, resignation or termination of a bargaining unit member. A leave of absence of one (1) school year or more shall be considered a vacancy as the bargaining unit member taking such leave does not possess the right to return to the same position from which leave was taken.
1. If the vacancy occurs after the first teacher work day, the superintendent shall have the option of filling the opening without posting on a temporary basis until the conclusion of that school year. Such vacancies shall be posted by May 1 for assignment effective at the beginning of the ensuing school year.
- B. A teacher may apply for any position at the time the position is known to be vacant. Such applications shall be in writing and addressed to the Superintendent of Schools.
- C. Whenever a vacancy in an administrative position occurs the Board shall publicize the same by giving notice to the Association President and Secretary. No positions shall be filled, except temporarily, until a lapse of seven (7) days has occurred. The parties recognize that the filling of vacancies at the supervisory and administrative levels is the prerogative of the Board and the decision of the Board with respect to this matter shall be final.
- D. Whenever a vacancy occurs in a bargaining unit position, the Board shall publicize the same by giving notice to the Association President and Secretary and by posting notice in all school buildings. This notice shall include the required certification and qualification(s) for the position. Qualification and certification shall be as defined in Article 16 of this Agreement except where the position is unique and not otherwise covered by Article 16. No bargaining unit vacancy shall be permanently filled until the position has been posted for seven (7) days. The Board will consider internal applicants and may consider external applicants for the position, with preference given to qualified bargaining unit members who apply for the position. Where there is more than one qualified bargaining unit applicant, seniority shall be the deciding factor. Provided, that in awarding a position the Board may take into account the relevant teaching and vocational experience of the applicants.
- E. Should an unrequested transfer including a total work or total room reassignment occur (after the beginning day of school), the teacher(s) transferred will be provided a minimum of one (1) working day of release time to complete necessary arrangements and preparations. This provision shall not be applicable to work/room reassignments attributable to new construction or renovation of school facilities. In that event, the parties shall confer over necessary moving arrangements.

- F. Any resignation submitted by a member of the bargaining unit may be revoked by said member within three (3) calendar days of its submission to the Administration.

ARTICLE 10 - LEAVES OF ABSENCE

A. Leaves of Absence with Pay

1. Sick Leave Allotment - All teachers absent from duty on account of personal illness, or any other approved reason, who have been in the employ of the Board for less than three years, shall be allowed full pay for a total of ten days in any school year. All teachers who have been in the employ of the Board for at least three years, but less than six years, shall be credited with twelve days of sick leave for the school year. All teachers who have been in the employ of the Board for at least six years, shall be credited with fifteen days of sick leave for the school year. Each teacher shall be entitled to an accumulation of the unused portion of each year's sick leave, which shall be available in future years, up to and including 125 days. Teachers under contract for less than full time, but half time or more, will be allowed one-half sick and personal leave provided in this Section.
 - a. Said days will be credited to the teacher the first day that a teacher reports to work; providing, they have worked at least thirty (30) days for this district and excepting that new teachers are allowed two or their ten days within that thirty (30) days.
 - b. Personal illness, including medical and dental appointments are chargeable to sick leave.
 - c. Leave days will be granted subject to arrangement with the principal for a critical illness in the family, including necessary medical or nursing care obligations.
 - d. Any teacher who is absent because of an injury compensable under the Michigan Workers' Compensation law, shall receive from the Board, full salary for the first week of absence. This shall be charged against the sick leave benefit at the rate of one-half time absent the first week. Provided, that a teacher shall not be entitled to draw sick leave for any period during which Workers' Compensation benefits are received.
 - e. In the event a teacher's sick leave is entirely used and said teacher is unable to return to work, the teacher shall be permitted to make cash contributions to the school to maintain eligible insurance benefits, to the extent permitted by COBRA.

- f. Leave days may be taken in units of hours, half days or full days as determined by the principal's ability to obtain substitutes.
 - g. When illness leave days are taken, (two weeks or more) the teacher will notify the principal of his/her intended date of return at least three days prior to that date.
 - h. Sick leave taken under this Article shall be charged against the teacher's entitlement to leave under the Family and Medical Leave Act as permitted by the Act.
- 2. Personal Leave Allotment - At the beginning of every school year each teacher having served two (2) years in the District, shall be credited with two (2) days to be used for the teacher's personal leave allotment. First and second year teachers shall be credited with one (1) day each year. Personal business days may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal business day(s) shall notify his/her principal at least one day in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. No more than twenty (20) percent of the teaching staff shall be permitted the use of personal leave days on the same date. Each teacher shall be entitled to an accumulation of the unused portion of each year's personal leave, which shall be available in future years, up to and including five (5) days. At no time shall teachers be credited with more than five (5) personal business days.
- 3. Nonchargeable Days Defined
 - a. Illness on days when school is not in session shall not be deducted from sick leave nor shall there be any loss in pay. Illness or personal days scheduled during emergency school closing will not be counted, provided the teacher returns on the next school day. If a teacher is charged an illness or personal day(s) for a day(s) when school is closed due to emergency conditions, he/she shall have that day(s) restored to his/her accumulation/ credit if the teacher is required to work a rescheduled instructional day(s) attributable to that closing(s).
 - b. Bereavement Leave: A teacher may take a maximum of five days per death of member of his/her immediate family. "Immediate Family" shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, grandparent, brother and sister-in-law, father and mother-in-law, or someone else who is significant in the teacher's life. A teacher may take one day for the death of any person at the

discretion of the building administrator. The superintendent may grant additional days

- c. Teachers normally will not be expected to report to school during emergency school closings. Should circumstances be such that asking teachers to report will not cause unreasonable risk to teachers, they may be asked to report for additional curriculum development work above and beyond scheduled in-service days. Under no circumstances shall non-attendance at school on these days cause penalty of any form for any teacher. The Shepherd Education Association may be called upon by the Administration to police its own ranks.

B. Leave of Absence with Partial Pay

1. Civic Duty - a leave of absence will be granted a teacher called for jury duty or as a witness in a court case (except where the teacher and school district are adverse parties in the litigation). Compensation from the district will continue as if the teacher were on duty but an amount equal to the jury fee or witness fee received (exclusive of travel allowance or expenses) will be deducted in order to defray the cost for hiring a substitute teacher.
2. A leave of absence will be granted to a teacher who is called to military reserve or national guard duty for reasons beyond the teacher's control. The teacher will attempt to be excused from this duty during the school year in order to fulfill his/her teaching obligations. If the teacher cannot be excused from duty, he/she will be compensated at his/her regular teacher salary, less any allowances or salaries received from performance of the military or reserve obligation. The Board's salary obligation under this section shall not exceed ten (10) working days.

C. Leaves of Absence without pay

1. Extended Illness - Any teacher whose personal illness extends beyond the period compensated under the previous sections of this Article, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. A doctor's certificate indicating necessary leave may be requested by the Board. Also, a doctor's release to return to school may be requested.
2. One year educational leaves of absence shall be granted upon application at the beginning of the contract year to teachers with four (4) years or more of service in the system for the following reasons:

- a. Study related to the teacher's area of certification.
- b. Study to meet eligibility requirements for a certificate other than that held by the teacher.
- c. Study, research or special teacher assignment involving probable advantage to the school system with approval of the Board of Education.

Education leaves will be granted only if the teacher carries fifteen (15) semester hours or more per year. Benefit of increments will be given to teachers taking this leave. Leave request must be submitted no later than April 1 for the following school year.

- 3. Child care leave of up to one (1) year will be granted to a teacher by the Board of Education. The teacher shall be allowed to make cash contributions for insurance coverage subject to the limitations of COBRA. A tenure teacher may request up to an additional one (1) school year extension of this leave.
- 4. A leave of absence of one year may be granted to any tenure teacher, upon application, for the purpose of participation in exchange programs in other states, territories, or countries; foreign or military teacher's programs; the Peace Corps, Teachers Corp, or Job Corps as a full-time participant in such programs; or cultural travel or a work program related to his/her professional responsibilities; provided said teacher states his intention to return to the school system. Request for this leave must be submitted by April 1 for the following school year.
- 5. Tenure teachers who are officers of the Association or are appointed to its staff will, upon proper application, be given leave of absence for one year without pay for the purpose of performing duties for the Association.
- 6. Public Office - The Board shall grant a leave of absence not to exceed four (4) years (subject to renewal by the Board of Education) to any tenure teacher to campaign for, or serve in, a public office.
- 7. A leave of absence of up to one (1) year may be granted to any tenure teacher upon request of the teacher. Request for this leave must be submitted by April 1 for the following school year.
- 8. Teachers returning from leave of absence of one year or more will be returned to positions for which they are certified and qualified and for which they possess sufficient seniority.

9. A teacher on such a leave shall be required to notify the Superintendent of Schools, in writing, not less than sixty (60) days prior to the ending of the school year as to whether he/she will return to employment. A teacher not conforming to this notice requirement is subject to discipline, including termination.

Monetary fringe benefits will not be paid on days off without pay, but teachers will be permitted to make cash contributions for insurance coverage, subject to the limitation of the carrier/ policyholder.

- D. To the extent required by the provisions of the federal Family and Medical Leave Act, an eligible teacher shall be granted leave for the purposes and subject to the terms and conditions as provided by that law in all respects.

ARTICLE 11 - UNUSED SICK LEAVE PAY

- A. In case of death of any teacher working in the system, payment of accumulated sick leave at the rate of \$25.00 per day shall be made to his beneficiary (per life insurance form).
- B. All teachers who have a minimum of ten (10) years of service as full-time employees with the Shepherd Public Schools, and are retiring from this system under the provisions of the Michigan Public Schools Employees Retirement Act, shall receive the employee's unused accumulated sick days (up to 60 days) at the rate of \$45.00 per day. Provided, that this payment shall be at the rate of \$50.00 per day for teachers who have a minimum of twenty (20) years of service as a full-time employee with the Shepherd Public Schools and otherwise meet the conditions of this paragraph.

ARTICLE 12 - INSURANCE PROTECTION

- A. The Board will provide, without cost to the teacher, bodily injury and property damage insurance limited to a maximum of one million dollars (\$1,000,000.00).
- B. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or carrier, the Board shall make premium payments on behalf of full-time bargaining unit members and their eligible dependents under either MESSA-PAK Plan A or Plan PAK B as specified below for the duration of this Agreement.

Plan A:

SuperMed I with MESSA Care Rider
Long term disability (66 2/3%; Plan II; 90 calendar
day modified fill)
\$15,000 term life insurance with AD & D
Delta Dental Plan E007 (80/80/80 - \$1300)
VSP-3

The Board paid premium for Plan A shall not exceed \$573.52 per month for the period effective July 1, 1997 through June 30, 1998.

Plan B:

LTD: Same as Plan A above
\$30,000 term life insurance with AD & D
Delta Dental Plan E007 (80/80/80 - \$1300)
VSP-3
Dependent term life insurance \$2000 spouse/\$2000 child

The Board paid premium for Plan B shall not exceed \$109.07 per month for the period effective July 1, 1997 through June 30, 1998.

A teacher on Plan B shall be provided up to \$100 per month toward non-taxable options provided by MESSA, MEA Financial Services, and MEALS

- C. Fringe benefit premiums for part-time teachers will be pro- rated.
- D. The bargaining unit member is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. The school district, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits.

ARTICLE 13 - TEACHER OBSERVATION & EVALUATION

- A.
 - 1. At the beginning of each full school year of employment, each probationary teacher shall be provided with an Individualized Development Plan (IDP) developed by the administrator in consultation with the probationary teacher. This consultation shall include a meeting with the probationary teacher to review the goals and expectations set forth in the IDP.
 - 2. Probationary teachers will be observed, and interviewed at least two times annually by the Administrator. Probationary teachers will be observed once

in the first semester prior to December 1 and once in the second semester prior to March 15.

3. After each observation a post-observation conference will be held between the administrator and the probationary teacher. At this post-observation conference the administrator shall provide the probationary teacher with a written summary of the observation findings, indicating strengths and those areas needing improvement.
 4. Probationary teachers shall receive an annual year-end performance no later than April 15 of each school year. The annual year-end performance evaluation shall be based on, but not limited to, at least two classroom observations held at least sixty days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration. The annual year end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his/her IDP.
 5. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. The performance evaluation will be based on, but not limited to, at least two classroom observations conducted during the period covered by the evaluation. After each observation a post-observation conference will be held between the administrator and the teacher. At this post-observation conference the administrator shall provide the teacher with a written summary of the observation findings, indicating strengths and those areas needing improvement. If a tenured teacher has received a less than satisfactory performance evaluation, the teacher shall be provided with an individualized development plan developed by administrative personnel in consultation with the individual teacher. If the tenured teacher has been provided an individualized development plan, the evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan.
- B. The evaluation will be signed to indicate that the teacher has received and read the evaluation. In the event a teacher believes his/her evaluation is unjust, he/she shall, within ten (10) days, put his/her objections in writing and have it attached to the evaluation to be placed in his/her personal file. Otherwise, the administration's evaluation shall be conclusive. All evaluations of a teacher's performance shall be done on the form appended to this Agreement.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly. All observations shall be for a minimum of thirty (30) minutes. No teacher shall be observed during the last two (2) weeks of the school year.
- D. A teacher shall have the right, upon request, to review the contents of his personal file. A representative of the Association may be requested to review said file with

the teacher. The review shall be made in the presence of the administrator responsible for the safe keeping of such file.

- E. A teacher or administrator shall, at all times, be entitled to have present a representative of the Association when a teacher is being reprimanded or warned for any infraction or delinquency in professional performance, or reviewing his evaluation data.
- F. In recognition of the concept of remediation the teacher will be provided with an Individualized Development Plan which shall specify alleged delinquencies and indicate expected corrections and include a reasonable period of time for remediation
- G. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. The constitutional rights of the teacher as a citizen are hereby acknowledged and no religious or political beliefs or activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except as may be constitutionally permitted. The private and personal life of any teacher is not within appropriate concern or attention of the Board, unless such activities adversely affect the teacher's classroom efficiency or performance and except as may be otherwise permitted by law.
- H. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve, and of assistance to be given by the administrators and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE 14 - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. When a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, as determined by the teacher and the Administration, the Board will take steps to improve the situation for both the pupil and the teacher.
- B. Any case of assault upon a teacher, resulting from school or school related activities, shall be promptly reported to the respective Principal. The Board will provide legal counsel to those teachers who are acting in a legal fashion to advise the teacher of his/her rights and obligations with respect to such assault. The Board shall render

assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, except in cases where the District brings charges against the teacher. Time lost by a teacher, in connection with the handling of such an incident, shall not be charged against the teacher if found to be innocent or not in any fashion negligent.

- C. If any teacher is complained against or sued as a result of any lawful action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel and render assistance to the teacher in his/her defense, except in cases where the district brings charges against the teacher. Time lost by a teacher, in connection with the handling of such an incident shall not be charged against the teacher if found to be innocent or not in any fashion negligent.
- D. Any complaints by parents or guardians of a student directed toward a teacher which is the basis for any disciplinary action taken against the teacher, shall be promptly called to the teacher's attention. Prior to taking any disciplinary action, the teacher shall be informed, in writing, of the specific allegations being made and shall have an opportunity to respond to the complaint. The teacher will promptly submit a written response.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property. However, this provision shall not be interpreted to require the Board of Education and/or School District to assume financial responsibility beyond the coverage provided in the School District's insurance policies.

ARTICLE 15 - GRIEVANCE PROCEDURE

- A. A "grievance" shall be defined as a dispute by a teacher, groups of teachers, or the Association regarding the meaning, interpretation or application of the express terms and provisions of this Agreement.
 - 1. "Days" shall refer to teacher work days during the school year and shall refer to calendar days during the summer months, exclusive of Saturdays, Sundays and holidays.
- B. Procedure of Handling
 - 1. The teacher(s) who feels that he/she has a grievance shall first take up the matter with the principal of the school (within ten (10) days after the occurrence giving rise to the grievance, or ten (10) days following that date on which the teacher reasonably should have known of the facts giving rise to the grievance) who will attempt to resolve the matter within ten (10) days.

2. If this (step 1) fails to resolve the grievance, the teacher(s) shall within five (5) days reduce the grievance to writing specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks and submit it to the Superintendent. Upon receipt of the written grievance, the Superintendent shall attempt to resolve the matter within 15 days.
 3. If this (step 2) fails to resolve the grievance, the teacher(s) shall within ten (10) days refer the matter (through the Superintendent) to the Board. The Board shall have thirty (30) days to take action on the grievance.
- C. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator upon written notice to the Board within thirty (30) days of the Board's answer. If the parties cannot agree as to the arbitrator within fifteen (15) days from the notification date that arbitration will be pursued, he/she shall be selected from the list of qualified arbitrators from the American Arbitration Association in accordance with its rules and procedures. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.
- D. No teacher shall be disciplined (including reprimands, suspensions or reductions in work or professional advantage) without just cause. Any such discipline shall be subject to the grievance procedure set forth in Article 15, including arbitration. The specific grounds forming the basis for the disciplinary action will be made available to the teacher and the Association in writing. Provided, that discharge or nonrenewal of probationary teachers shall not be subject to the "just cause" standard. Bargaining unit members who are not covered by the provisions of the Michigan Teacher Tenure Act, as probationary or tenured teachers, shall not be disciplined (including reprimands, suspensions, or reductions in work or professional advantage) without just cause. After satisfactorily fulfilling a probationary period equal to the probationary period required of teachers covered by the Michigan Teacher Tenure Act, bargaining unit members who are not covered by the Michigan Teacher Tenure Act shall not be discharged without just cause.
- E. The arbitrator shall have no jurisdiction to rule upon the discharge of a tenure teacher, as any such matter must be processed through the Teachers' Tenure Commission. The arbitrator shall have no jurisdiction to rule upon discharge of probationary teachers.

ARTICLE 16 - LAYOFF & RECALL PROCEDURE

If the Board determines to reduce the number of teachers due to reduced enrollments, changes in enrollment patterns, revenue shortages, or curricular changes, the following will apply:

A. Layoff & Recall Procedures

1. Probationary teachers shall be laid off first: provided, however, a probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified and available to perform the duties of the position the probationary teacher is vacating or unless the position that the probationary teacher is vacating is being eliminated altogether and is not being filled by the Board of Education. First year probationary teachers shall be laid off first by using the following criteria:

- a. Seniority
- b. Certification
- c. Qualification

When certification and qualification are relatively equal, layoff shall occur in inverse order of seniority for first year probationary teachers. Next, second year probationary teachers shall be laid off in accordance with a, b and c above. Next, third year probationary teachers shall be laid off in accordance with a, b and c above. Next, fourth year probationary teachers shall be laid off in accordance with a, b and c above.

2. If further reductions are required then tenured teachers in the specific positions being reduced or eliminated shall be identified for lay off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed if the more senior teacher is not certified and qualified to be employed in the specific position held by the teacher with less seniority or the specific position to which the Board determines the teacher with less seniority shall be assigned. In the event there is more than one teacher in the grade level or department in which the reduction or elimination is to occur, the teacher with the least seniority shall be identified for layoff. Provided further that this procedure shall be subject to the Michigan Teachers' Tenure Act. A tenure teacher, possessing sufficient seniority, who is identified for layoff due to position elimination has the right to displace the least senior teacher assigned to a position for which the displaced teacher is both certified and qualified.
3. The certification and qualification of a teacher to be laid off shall be the certification and qualification on file with the Board of Education at the time

the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualification on file with the Board of Education at the time of notification or recall from layoff. It is the teacher's duty and responsibility to make sure that the Board of Education's records are correct and to notify the Board of Education in writing of any inaccuracies or changes in such records.

4. Teachers on layoff shall be recalled in order of greatest seniority, to the next available vacancy which arises within three (3) years from the date of their layoff, provided that the more senior teacher must be certified and qualified for the vacancies or assignments to be filled. Notice of recall shall be sent by certified or registered mail to the teacher's last known address. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have ten (10) days in which to indicate his/her desire to accept or reject the offer of recall, and that ten (10) days shall commence to run on the date that the notice of recall is received by the teacher. In the event that a teacher does not respond within the ten (10) day period, the teacher shall forfeit his or her rights to the position and their name shall be moved to the bottom of the (seniority) recall list. A laid off teacher employed under contract by another school district may refuse recall; however, if the teacher is offered a position for the succeeding school year the teacher's refusal of the second offer shall constitute a resignation and employment shall automatically and conclusively terminate. A tenure teacher may properly refuse recall to a position that is not full-time if the tenured teacher was laid off from a full-time position.
5. During a layoff, a teacher's request for a leave of absence shall be granted, provided there is an available properly certified and qualified bargaining unit member on recall status (or who would otherwise be laid off) who could fill the assignment held by the teacher requesting leave.

B. Seniority

1. Seniority shall be defined as years of service in the bargaining unit. Periods of time spent on leaves of absence and on layoff shall not constitute a break in service and seniority shall be deemed to accrue during such periods.

In the event looping is implemented at the elementary level, the teacher's assignment for the purpose of staffing or lay off shall be the grade level to which he/she was originally assigned.

2. Periods of time served in the administrative capacity in the school district (for administrators, excluding the superintendent, employed by the Board on or

before 9-1-81) shall accrue to and including the conclusion of the 1990-91 school year. Accrued seniority shall be regarded as frozen with the commencement of the 1991-94 agreement. A bargaining unit member who leaves the bargaining unit to take an administrative position (after 9-1-81) in the Shepherd Schools shall have his/her previously accumulated seniority frozen. If the employee returns to the bargaining unit he/she shall be credited with the years of previously accumulated bargaining unit service on the seniority list.

3. A seniority list consistent with the foregoing definition shall be prepared by the Association within thirty (30) days of the ratification of this agreement and by November 1 during succeeding academic years.

The Board shall make available to the Association all records necessary to prepare an accurate seniority list. Neither the Board nor administration shall make any changes in the seniority list prepared by the Association.

In the event that more than one individual began work on the same date, position on the seniority list shall be determined by the date appearing on the employee's first individual employment contract. Any remaining ties will be resolved by the drawing of lots. Any such drawing will be conducted openly with the Association President, his/her designee, and the affected employees present.

C. Qualifications

The qualification standards in this Article become effective July 1, 1985. For purposes of this Article, the term "Qualified" shall mean.

1. For positions at the secondary level (grades 9-12) possession of a major or minor(s) in the subject(s) to be taught or an endorsement requiring training in the subject to be taught.
2. For positions at the 6th, 7th and 8th grade levels, the following standards shall apply:
 - a. A K-8 certificate will qualify the teacher to instruct 6-7-8 general subject areas (math, science, social studies, English). For special areas at least twelve (12) semester hours in the discipline will be required.

OR
 - b. A secondary certificate with a major, minor or twelve (12) semester hours in the discipline.

OR
 - c. A Middle School Endorsement.

OR

- d. Successful teaching experience in the subject area in the Shepherd Schools in grades 6-7-8.
 - e. Any bargaining unit member who attains a Middle School endorsement issued by the Michigan Department of Education during the life of this agreement shall receive a one-time tuition reimbursement stipend in the amount of five hundred dollars (\$500).
- 3. For positions at the elementary levels, possession of an elementary certificate. For positions in special elementary areas, such as music, art and physical education, the teacher must possess specific certification in the subjects to be taught. This provision does not apply in the case of teachers who are required to teach more than one special subject at Winn and in kindergarten. In the event of a vacancy in this position or layoffs, the position will be given to the most senior certified staff member who applies.
 - 4. Teachers must possess the qualifications set forth in the applications or grants of any federally or state funded programs to be eligible to be assigned to such programs.
 - 5. Special education teachers shall be deemed to be qualified for special education assignments if they are certified by the State of Michigan for those positions.
 - 6. In case of layoff/recall no bargaining unit member shall be denied a position in grades 6-8 if they possess the requisite certification to teach at that level (except specialized areas). In such case the employee shall have a period of time, not to exceed two (2) full summers after commencing the assignment, to obtain the necessary credit and/or required middle school endorsement.
- D. "Certified" shall be defined as holding all certificates, endorsements and approvals required by law and Michigan Department of Education regulation to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements or approvals with the School District. The certification status of a teacher on file with the School District shall be considered conclusive for all purposes under this contract.

The teacher shall provide written notice to the School District and Association of any change to his/her certificates, endorsements or approvals after the original filing of same with the School District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon. The teacher shall further notify the School District and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitation of his certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

- E. A teacher laid off under the provisions of this procedure, who is paid unemployment compensation benefits associated with his/her regular teaching assignment during the summer immediately following notification of layoff and who is subsequently recalled to a teaching position at the beginning of the next school year, will be paid for that school year according to an annual salary rate, such that the unemployment compensation benefits he/she received plus his/her annual salary for that school year will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they may call to report availability. It shall be the responsibility of the Administration to arrange for a substitute teacher.
- B. If at all possible, the School Administration will notify the appropriate radio and television stations by 7:00 a.m. in the event school has been called off.
- C. Correspondence to the Association will be directed to the President and Secretary of the Association.
- D. Representatives of the Board agree to meet, upon mutual consent, during the school year with Shepherd Education Association representatives to discuss problems which may arise regarding the administration and implementation of this Agreement. The party requesting the meeting shall inform the other party of the item(s) desired to be discussed at least five (5) days in advance of the meeting.
- E. If any provision of this Agreement or any application of this Agreement, to any bargaining unit member, is found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE 18 – DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until it terminates on June 30, 1998.

This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated. The terms and conditions of this Agreement shall be retroactive to July 1, 1997.

SHEPHERD EDUCATION ASSOCIATION

SHEPHERD BOARD OF
EDUCATION

President

President

Secretary

Secretary

DEFINITION OF TERMS

1. Association: Shepherd Education Association, Shepherd Public Schools, Shepherd, Michigan. Local Affiliate of MEA and NEA.
2. Board: Board of Education, Shepherd Public Schools, Shepherd, Michigan.
3. Day: During the school year, any day students and/or teachers are scheduled to be in attendance.
4. Department:
 - a. In the Elementary School, each grade level shall be considered a department.
 - b. In the Secondary School, departments will be based on areas of instruction.
 - c. In the Middle School, each grade level shall be considered a department. An additional department shall consist of Special Teachers (Special Education, Compensatory Ed., Counselor).
5. Teacher: Any person certified by the Michigan State Department of Education hired to instruct in the classroom, including counselors and librarians. Social Worker (no teaching certificate required) shall also be included within this definition.
6. Secondary Teacher: Teachers in grades 9-12. It is recognized that middle school teachers cannot be accurately characterized as either elementary or secondary teachers under this Agreement. However, they shall be considered as secondary teachers for the purpose of Article 6 and Article 7 of this Agreement.
7. Elementary Teacher: Teachers in Grades DK - 5.
8. Middle School Teacher: Teachers in Grades 6 - 8.
9. Odyssey High School Teacher: Teacher in Grades 7-12 of the Odyssey High School Program.
10. School Nurse: Any person employed by the Board holding a Michigan Registered Nurse License or having the training required by law to perform public health nursing functions for the benefit of the students and their families.

SHEPHERD PUBLIC SCHOOLS

Salary Schedule "A"

1997-98

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30 or MA</u>	<u>BA+50 or MA+20</u>
0	25,212	25,904	26,744	27,784
1	27,227	27,930	28,883	29,925
2	28,630	29,324	30,444	31,488
3	29,775	30,471	31,583	32,626
4	31,207	31,903	33,102	34,140
5	32,947	33,642	34,793	35,833
6	34,394	35,091	36,484	37,524
7	35,844	36,537	38,018	39,061
8	37,621	38,316	39,904	40,947
9	39,086	39,782	41,460	42,502
10	40,532	41,228	42,997	44,037
11	42,378	43,073	44,952	45,996
12	44,914	45,608	46,522	47,566
13			48,218	49,265

Salary Settlement Addendum 1997-98

As a result of the governor's action vetoing certain anticipated fund line items in the 1997-98 State Aid Act, the SEA/SPS TSB team recommends adoption of the following teacher salary compensation provisions:

Salary Freeze

- a. The salary schedule for the start of the 1997-98 school year shall be unchanged from the 1996-97 year.
- b. Movement on the schedule shall be limited to lane change only for those who are qualified as of September 30, 1997, and January 15, 1998. (There will be no movement on steps)
- c. This will remain in effect until such time as the Michigan state legislature determines that funding lost by way of the governor's veto on August 5, 1997, is restored in whole or in part or not at all. Within one month immediately following a legislative disposition on this veto issue or by November 30, whichever is first, the SEA/SPS TSB team will reconvene with the purpose of bargaining the 1997-98 salary schedule. Restoration of steps and percentage of increase in salaries will be the items to be bargained. Any increase will be retroactive to the beginning of the 1997-98 school year.

Addendum to Schedule A

1. Recognition of salary credit for undergraduate classes taken in the case of a teacher assigned to Grades 7-8 outside their area of qualification, as defined in Article 16, paragraph C, shall be given for any academic undergraduate class credits received on or after July 1, 1975 which relate to the area of teacher reassignment.
2. The parties further agree and stipulate that in order to qualify for placement on the BA+20, or MA+20/BA+50 salary rails a teacher must have submitted a transcript of record showing the requisite number of graduate hours by September 30 (in order to receive salary credit in the first semester) and by January 15 (in order to receive salary credit for the second semester). The teacher shall provide written verification that the hours have been completed and the requested salary schedule placement as a result of completing the identified hours.
3. Credit on the salary rails shall be from one of the following:
 - a. Hours taken in any class at the graduate level.
 - b. Hours taken in any class which may be applied as part of a graduate degree program in which the teacher is enrolled.
 - c. Hours taken in a planned program (non-degree) or other classes within a teacher's past, present, or future administratively assigned subjects. These hours must be taken from an accredited institution of higher education and must be reviewed in advance by the superintendent.
4. The above definitions shall not be applied to divest a teacher of salary schedule credit granted prior to the 1991- 92 school year.

SCHEDULE B

% OF STEP ONE

FOOTBALL

Head Varsity (Boys)	14	(per person)
Asst. Varsity (Boys)	10	
Head J.V. (Boys)	10	
Asst. J.V. (Boys)	9	
Head Freshmen (Boys)	9	
Asst. Freshman (Boys)	8	

BASKETBALL

Head Varsity (Boys)	14
Head Varsity (Girls)	14
Junior Varsity (Boys)	10
Junior Varsity (Girls)	10
Freshmen (Boys)	9
Freshman (Girls)	9

BASEBALL

Head Varsity (Boys)	11
J.V./Asst. (Boys)	7

WRESTLING

Head Varsity (Boys)	14
Asst. (Boys)	10

VOLLEYBALL

Head Varsity (Girls)	11
Junior Varsity (Girls)	7
Freshman (Girls)	6

CROSS COUNTRY

Head Varsity (Boys)	9
Head Varsity (Girls)	9

TRACK

Head Varsity (Boys)	11
Head Varsity (Girls)	11
Assistant (Boys & Girls)	7

SOFTBALL

Head Varsity (Girls)	11
J.V. Asst. (Girls)	7

GOLF

Head Varsity	8
Assistant/J.V.	4

CHEERLEADING	
Head Varsity	8
Assistant/J.V.	6
POM PON	7
BAND	13
<u>MIDDLE SCHOOL</u>	
BASKETBALL	
Eighth Grade (Boys)	6
Seventh Grade (Boys)	6
Eighth Grade (Girls)	6
Seventh Grade (Girls)	6
FLAG FOOTBALL	
Eighth Grade	5
Seventh Grade	5
WRESTLING	
Seventh and Eighth Grade (Boys)	6
CROSS COUNTRY	
Seventh and Eighth Grade (Boys & Girls)	6
TRACK	
Boys	6
Girls	6
VOLLEYBALL	
Seventh Grade (Girls)	6
Eighth Grade (Boys)	6
CHEERLEADING	
Seventh and Eighth Grade (Girls)	3
Curriculum Chairperson	7
Senior Class Sponsor	6
Junior Class Sponsor	6
Yearbook	3
Sophomore Class Sponsor	4
Freshmen Class Sponsor	4
Curriculum Committee	5 (per person)
Dramatics	3
Sr. High Student Council	6
Middle School Council	4

Forensics	3
Debate	3
Department Head	4 (per person)
Pep Club	2
Mat Club	2
French Club	2
Spanish Club	2
Stage Manager	3
A.V.	2
High School Librarian	3
Elementary School Librarian	2
Elementary Production Manager	2
Elementary Choir Director	2
HS/MS Choir Director	8
Candy Person - 5th Grade	2
Candy Person - 6th Grade	2
Safety Patrol (Shepherd)	2
Safety Patrol (Winn)	1
Elementary Student Council	2
Business Professionals of America	4
National Honor Society	2
High School Science Club	2
Middle School Science Club	2
CSAA	\$3500 for all activities. Distribution to be agreed upon by administration and participating teachers.

Under Schedule B the following shall be considered:

1. Dramatics position will be paid at the rate of 3 percent per play. The number of plays per year shall be determined by the administration not to exceed two per year.
2. High School Librarian position shall be paid 3 percent only when the library is open for student use when classes begin in the fall and remain open until classes conclude for the summer.
3. Elementary Librarian position shall be paid 2 percent if High School Librarian is also required to manage the elementary library.
4. Since all Schedule B positions are voluntary, the contracted salary for any position occupied by more than one bargaining unit member will be divided equally.
5. Those who held the following Schedule B positions during the 1991-92 school year and remain in these positions shall be paid the following amounts in 1992-93 and 1993-94:

7th Grade Basketball (Boys)	\$1613
Cross County (7th & 8th Grade Boys and Girls)	\$1613
Flag Football	\$1613
Pep Club	\$ 691
Yearbook	\$1152

Once these positions are vacated, compensation shall be provided at the percentage rate specified in Schedule B.

MISCELLANEOUS AGREEMENT

1. Driver Education Instructors shall receive \$15.00 for each hour of instruction.
2. An extra class taken, when the regular instructor is absent from the classroom, will result in extra compensation to the teacher who assumes the responsibility at the rate of \$10.00 per class period. This paragraph may be waived by the mutual consent of both teachers involved and the appropriate administrator.

Teachers who substitute during their conference hours, planning time or lunch time at the request of the administration may opt to accrue hours toward a compensatory day in lieu of the stipend. When six hours have been accrued, a compensatory day may be taken (if substitutes are available).

- a. Unused compensatory hours may be carried over into the next year.
 - b. Accumulated compensatory hours will be forfeited when a teacher retires or leaves the district.
 - c. Compensatory time must be used in full day increments.
 - d. The teacher shall notify the administration of the use of compensatory time at least 24 hours in advance.
 - e. This provision will be reviewed at the quarterly meetings.
3. Any teacher who is assigned and voluntarily accepts six (6) periods of classroom instruction each day, thus forfeiting a conference period, will be paid extra compensation in the amount of one-sixth of salary for his/her position on Schedule A, unless other arrangements are made by mutual consent of the Association and the Board.
 4. Extra responsibilities shall be filled by mutual agreement between the Administrator and the teacher.
 5. If a change in summer assignment is planned, the teacher involved shall be notified at least sixty (60) days prior to the close of the school year as defined by the school calendar. If a change in extra-duty assignment is planned, the teacher involved shall be notified by the last scheduled day of the current school year. A renewal of interest in writing for summer or extra-duty assignments held the previous year will be submitted to the respective principal ninety (90) days prior to the close of school.

**SHEPHERD PUBLIC SCHOOLS
TEACHER EVALUATION FORM**

Teacher _____ Grade/Subject _____

Evaluator _____ School _____ Date _____

Probationary _____ Tenure _____

	Meets or Exceeds Acceptable Standards	Needs Improvement	Unsatis- factory	Not Observed	Indicators/ Comments
A. Knowledge of Subject Matter					
1. Demonstrates appropriate knowledge of subject matter in assigned teaching responsibility					
2. Responds knowledgeably to students' questions on subjects.					
3. Accesses current resources in areas of teaching responsibility					
B. Teaching Methodology					
1. Develops and maintains a stimulating and productive learning environment.					
2. Recognizes individual differences among students in terms of social and academic development.					
3. Provides instruction that is appropriate according to the designated curriculum of the school district.					
4. Clearly present objectives in lesson presentations.					
5. Implements methods for assessing, evaluating and adjusting teaching methods according to the capabilities and readiness of students.					

	Meets or Exceeds Acceptable Standards	Needs Improvement	Unsatis- factory	Not Observed	Indicators/ Comments
6. Utilizes learning materials that are relevant to the objectives and goals of the curriculum/lesson.					
7. Evaluates instructional effectiveness in terms of student learning.					
8. Develops and maintains a physical classroom environment that is conducive to learning.					
9. Develops, implements and maintains methods of instruction that serve to optimize the quality of learning in the classroom:					
a. Communicates daily lesson objectives and goals clearly to students.					
b. Focuses student attention.					
c. Utilizes effective time management in organizing the classroom for learning.					
d. Implements effective pacing in presenting daily learning activities to students.					
e. Sets tasks at the correct level of difficulty for students.					
f. Utilizes effective methods in obtaining learning feedback from students on a daily basis.					
g. Monitors student comprehension and adjust methods before introducing new materials.					
h. Provides feedback to students.					

	Meets or Exceeds Acceptable Standards	Needs Improvement	Unsatis- factory	Not Observed	Indicators/ Comments
<ul style="list-style-type: none"> i. Sets appropriate achievement expectations for all students in the classroom. j. Focuses on developing and implementing teaching methods that enhance critical and reflective thinking in students. k. Considers individual differences in students when making instructional decisions and when implementing the daily lesson. l. Utilizes a variety of instructional techniques and learning activities. m. Involves students in the learning process. 					
10. Generates learning motivation and enthusiasm in students.					
C. Student Management.					
1. Assumes responsibility for overall discipline					
2. Enforces school and classroom rules.					
3. Handles student discipline problems effectively.					
4. Uses consistent and fair treatment with students.					
5. Utilizes a reasonable variety of techniques and methods for remedying unacceptable student behaviors.					
6. Provides a positive and controlled learning environment.					

	Meets or Exceeds Acceptable Standards	Needs Improvement	Unsatis- factory	Not Observed	Indicators/ Comments
D. Rapport with Parents, Students and Staff					
1. Gains confidence and respect of pupils					
2. Maintains confidentiality about pupils and their families.					
3. Promotes positive self-image in students.					
4. Works understandingly and cooperatively with parents.					
5. Communicates effectively with parents.					
6. Encourages parent involvement and contact.					
7. Cooperates with colleagues.					
8. Accepts share of responsibility.					
9. Demonstrates self-control.					
E. Professional Involvement.					
1. Seeks suggestions from administration and colleagues.					
2. Keeps aware of current educational developments.					
3. Willing to experiment with new methods.					
4. Participates in inservice meetings and other growth opportunities.					

	Meets or Exceeds Acceptable Standards	Needs Improvement	Unsatis- factory	Not Observed	Indicators/ Comments
F. Personal/Professional Characteristics.					
1. Meets the physical and psychological demands of the teacher assignment.					
2. Completes task efficiently and on time.					
3. Maintains accurate records.					
4. Complies with building and District rules, regulations, directives and policies.					
5. Profits from constructive criticism.					
6. Attempts to improve teaching effectiveness.					
7. Demonstrates proficiencies in oral/written communication.					

G. OVERALL EFFECTIVENESS

Comments by Principal: _____

Comments by Teacher: _____

H. GOAL STATEMENT

 Indicators _____

Resources Necessary (Assistance) _____

Time Line _____

Progress Toward Goal Statement _____

Where a teacher has received a rating on any evaluation criterion of "needs improvement" or "unsatisfactory" the rating shall be substantiated with specific examples. A goal statement shall be completed for each deficiency by the Principal, in consultation with the affected teacher.

Overall Performance of this Teacher is: _____ Meets or Exceeds Acceptable Standards
_____ Needs Improvement _____ Unsatisfactory

Signatures

Teacher _____ Date _____

Teacher _____ Date _____

The teacher's signature is to indicate that he/she has reviewed and received the completed evaluation. The signature shall not be interpreted to indicate agreement with the content of the evaluation.

evalform.mw

SHEPHERD PUBLIC SCHOOLS

TEACHER ABSENCE

ABSENT TEACHER _____ DATE _____

HOUR

SIGNATURE OF SUBSTITUTE TEACHER

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Half Day _____

Full Day _____

Teacher's Signature _____

VERIFICATION OF ABSENCE

CHARGEABLE

NON-CHARGEABLE

_____ Sick Leave
_____ Personal Business Day
_____ Deduct pay (loss of time)
_____ Other - Please Explain

_____ Bereavement
_____ Conference
_____ Jury Duty
_____ Field Trip
_____ Other - Please Explain

Above Form Received in Office

Date _____

DATE VERIFIED

PRINCIPAL'S SIGNATURE

GRIEVANCE FORM

Shepherd Education Association
Shepherd Board of Education

Step 1 A. Presentation to Principal _____ Date _____
B. Date of Grievance _____
C. Statement of Grievance _____

D. Relief Sought _____

Signature _____ Date _____
E. Disposition by Principal _____

Signature _____ Date _____

Step 2 A. Date filed with Superintendent _____
B. Disposition by Superintendent _____

Signature _____ Date _____

Step 3 A. Date Filed with the Board of Education _____
B. Disposition by Board of Education _____

Signature _____ Date _____

Step 4 A. Date submitted to arbitration _____
B. Disposition by arbitrator _____

Signature _____ Date _____

1997-98 Calendar

August 21	Teacher work day and Professional Development
August 25	Full day students -- Full day teachers
August 29	No school
September 1	Labor Day -- No School
September 30	1/2 day students -- Full day teachers (curriculum)
October 21	Kindergarten Conferences
October 22,23,24	1/2 day students -- Parent/Teacher Conferences (K-12)
October 27	Curriculum Day -- No school for students
November 27 & 28	Thanksgiving -- No School
December 22 - January 2	Christmas Recess
January 19	1/2 day cards & records day -- 1/2 day curriculum. No school for students
February 26	1/2 day students -- Full day teachers (curriculum K-12)
March 17	Kindergarten Conferences
March 18,19,20	1/2 day students -- Parent/Teacher conferences (K-12)
March 30 - April 3	Spring Break -- No School
April 10	Good Friday -- No School
April 24	Maple Syrup Day -- No School
May 25	Memorial Day -- No School
June 4	1/2 day students -- Full day teachers
June 5	1/2 day students -- Full day teachers

School will be dismissed at 11:05 a.m. when there are 1/2 days and 10:55 a.m. at Odyssey

If the school year is extended because of inclement weather, the last two days of the school year will be 1/2 days for students and full days for staff.

CALENDAR ATTACHMENT

There shall be 181 days of student instruction and 184 teacher attendance days.

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled to ensure that there are a minimum of one hundred eighty-one (181) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

Provided, that if the provisions of the State Aid Act requiring rescheduling of days of student instruction are repealed, the parties shall revert to the language of Article X A (3) (d) of their 1983-86 Agreement. Any additional days needed (beyond those make-up days already in the calendar) will be rescheduled at the conclusion of the academic year.

SHEPHERD PUBLIC SCHOOLS
AND
SHEPHERD EDUCATION ASSOCIATION
ACCRETION AGREEMENT

RE: School Nurse

IT IS HEREBY agreed by and between the undersigned parties that the position of School Nurse is recognized as being accreted to the bargaining unit represented by the Shepherd Education Association and subject to the terms and conditions of employment as follows:

1. The provisions of the collective bargaining agreement between the undersigned parties listed in this part shall become applicable to the School Nurse in the same manner as they are applied to the teachers and the social worker in the bargaining unit. These provisions shall be applicable to the School Nurse position:

ARTICLE 2 ASSOCIATION RIGHTS Sections A - F

ARTICLE 3 BOARD RIGHTS AND RESPONSIBILITIES Sections
A - B

ARTICLE 4 PROFESSIONAL COMPENSATION Sections A, B, C,
D, E, F and I with addition as follows:

A school nurse who has served at least eight (8) years in the Shepherd Public Schools and who retires from the Shepherd Public Schools as a school nurse under the provisions of the Michigan Public School Employees Retirement System shall receive a one time retirement severance payment in the amount of three thousand dollars (\$3,000).

ARTICLE 5 TEACHER RESPONSIBILITY Sections A, E and F

ARTICLE 6 TEACHING CONDITIONS Sections B - C

ARTICLE 7 TEACHING LOADS AND ASSIGNMENTS Section E
with addition as follows:

The school nurse shall be included in those inservice programs where there will be a change in his/her duties which will be addressed by the inservice program.

ARTICLE 9 VACANCIES Sections A - C, E - F

ARTICLE 10 LEAVES OF ABSENCE Sections A - C

ARTICLE 11 UNUSED SICK LEAVE PAY Sections A - D

TEACHER ABSENCE FORM, p. 42

ARTICLE 12 INSURANCE PROTECTION Sections A - D;
Section E as amended by adding this sentence:

The School Nurse(s) will receive payment of fringe
benefits at :

100% when scheduled to work more than six (6)
hours daily,

75% when scheduled to work six (6) or less but
more than four (4) hours daily,

50% when scheduled to work four (4) or less but
more than two (2) hours daily and

25% when scheduled to work two (2) or less hours
daily.

ARTICLE 13 TEACHER OBSERVATION AND EVALUATION

Section A as amended by adding this sentence:

Nothing herein shall be construed to confer tenure to the school nurse in the school nurse position or as a classroom teacher at Shepherd School District while serving as a school nurse. Classroom tenure previously obtained as a classroom teacher in Shepherd School District shall be retained.

Sections B - G

ARTICLE 14 PROTECTION OF TEACHERS Sections A - F

ARTICLE 15 GRIEVANCE PROCEDURE Sections A - E

GRIEVANCE FORM p. 43

ARTICLE 17 MISCELLANEOUS PROVISIONS Sections A - E

ARTICLE 18 DURATION OF AGREEMENT

DEFINITION OF TERMS as amended by part 6 below (p. 35)

SCHEDULE B

CALENDARS AND CALENDAR ATTACHMENT

MISCELLANEOUS AGREEMENT Sections 1 and 5. Section 4
with addition as follows:

Non-nursing activities shall not be regularly assigned to the school nurse.

3. Provisions of the collective bargaining agreement between the undersigned parties listed in this part shall not apply to the position of School Nurse. These provisions are not applicable to the School Nurse position:

ARTICLE 4 PROFESSIONAL COMPENSATION Section G

ARTICLE 5 TEACHER RESPONSIBILITY Sections B, C, D, and G

ARTICLE 6 TEACHING CONDITIONS Sections A, D, E

ARTICLE 7 TEACHING LOADS AND ASSIGNMENTS
Sections A - D and F - H

ARTICLE 8 DEPARTMENT CHAIRPERSONS

ARTICLE 9 VACANCIES Section D (See 8. below)

ARTICLE 16 LAYOFF AND RECALL PROCEDURE Sections A - C

SCHEDULE A

MISCELLANEOUS AGREEMENT Sections 2 and 3

4. A new section defining the regular hours of the School Nurse shall be added to Article 5 as follows:

The school nurse's normal work day shall begin at 7:45 a.m. and end at 3:15 p.m. A thirty (30) minute uninterrupted lunch period and two (2) fifteen minute breaks--one in the a.m. and one in the p.m.--will be scheduled. The school nurse may submit a request for adjustment in hours or workload to the Superintendent for discussion and his/her consideration. A determination by the Superintendent to increase hours shall not prevent a subsequent determination to return to the normal schedule at a later date.

5. A new section applicable only to the School Nurse position is to be added to ARTICLE 16 LAYOFF AND RECALL PROCEDURE as follows:

D. School Nurse(s) shall be a separate and distinct classification within which those persons serving as School Nurses will accumulate seniority based upon length of continuous service as a School Nurse since their most recent date of hire. Periods of time spent on leaves of absence and on layoff shall not constitute a break in service and seniority shall be deemed to accrue during such periods. Layoff of School Nurses shall be in inverse order of seniority solely within the classification of School Nurse. A School Nurse who is laid off shall be recalled in order of seniority to the next available position as a School Nurse which arises following the date of layoff. School Nurses shall not be entitled to exercise their school nurse seniority to obtain or be retained in a position as a classroom teacher. Likewise, no classroom teacher or other bargaining unit member shall be able to exercise such seniority to obtain or be retained in the position of School Nurse.

6. A definition of School Nurse shall be added to the DEFINITION OF TERMS as follows:

School Nurse: Any person employed by the Board holding a Michigan Registered Nurse License or having the training required by law to perform public health nursing functions for the benefit of the students and their families.

7. A provision for determining the salary of the School Nurse shall be added as follows:

Interim School Nurse Certificate
75% of B.A. Step 0

Standard School Nurse Certificate
100% of B.A. Step 0

Professional School Nurse Certificate
100% of B.A. + 20 Step 0

In order to qualify for placement on the next salary level, the nurse must have submitted a transcript and certificate showing the requisite hours by September 30 (in order to receive salary credit in the first semester) and by January 30 (in order to receive salary credit in the second semester).

The salary for the School Nurse working less than a full-time, 7-hour daily schedule shall be pro-rated based upon the number of hours scheduled to be worked daily in relation to the full-time, 7-hour daily assignment.

8. A vacancy for position of school nurse shall be posted according to the same time lines as Article 9 Section D. Any vacancy for school nurse shall be filled by the Board assessing the nursing training, experience and qualifications of the applicants.

Shepherd Public Schools

Shepherd Education Association

LETTER OF AGREEMENT - MENTOR TEACHERS

A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code. Mentor teachers shall participate on a voluntary basis.

SHEPHERD PUBLIC SCHOOLS BOARD
OF EDUCATION

Date: _____

By _____

SHEPHERD EDUCATION ASSOCIATION

Date: _____

By _____

LETTER OF AGREEMENT

The undersigned parties agree to add the following provisions to the 1997-98 Agreement between the Shepherd Education Association and the Shepherd Board of Education:

1. Bargaining unit members who are requested by the administration, and agree, to work during the summer or during other school vacation periods (as defined in the school calendars which are part of this Agreement), shall be compensated at the rate of ten dollars (\$10) per hour to a maximum of fifty dollars (\$50) per diem.

2. This compensation shall not be paid for duties included in or associated with a Schedule B position.

Date: _____

SHEPHERD EDUCATION ASSOCIATION

Date: _____

SHEPHERD BOARD OF EDUCATION

SEA Contract Extension 1998-99

TA'd this Day 3/20/98

STA Donna Brackemyre, Pres.
SEA

SPS

Doug Dodge

**CONTRACT EXTENSION AGREEMENT
BETWEEN
SHEPHERD BOARD OF EDUCATION
AND
SHEPHERD EDUCATION ASSOCIATION**

This Agreement between the Shepherd Board of Education and the Shepherd Education Association extends the negotiated 1997-98 Agreement through June 30, 1999.

It is agreed between the parties that all the provisions of the 1997-98 Agreement shall be extended beyond the negotiated date of June 30, 1998 and shall now expire on June 30, 1999, except as follows:

Changes in Article 12B that are necessary due to a change in the negotiated fringe benefit premium rate effective with the 1998-99 year will be absorbed by the Employer.

The Salary Schedule "A" for the 1998-99 year shall be determined by multiplying each step at each level of the 97-98 Salary Schedule by the decimal equivalent of 102% (1.02) and is attached.

The School Year Calendar shall be created to provide for 182 days of instruction with 184 total teacher duty days, and is attached.

Article 18 of the 1997-98 Agreement shall be changed to reflect the agreed upon Extension Agreement expiration date of June 30, 1999.

This Extension Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated

SHEPHERD EDUCATION ASSOCIATION

SHEPHERD BOARD OF
EDUCATION

President

President

Secretary

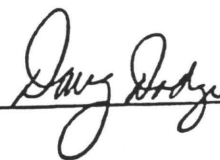
Secretary

SEA Contract Extension 1998-99

TA'd this Day 3/20/98

STA Donna Brackemyre, Pres.
L.L.A.

SPS



SHEPHERD PUBLIC SCHOOLS

Salary Schedule "A"

1998-99

Step	BA	BA+20	BA+30 or MA	BA+50 or MA+20
0	25,716	26,422	27,279	28,340
1	27,772	28,489	29,461	30,524
2	29,203	29,910	31,053	32,118
3	30,371	31,080	32,215	33,279
4	31,831	32,541	33,764	34,823
5	33,606	34,315	35,489	36,550
6	35,082	35,793	37,214	38,274
7	36,561	37,268	38,778	39,842
8	38,373	39,082	40,702	41,766
9	39,868	40,578	42,289	43,352
10	41,343	42,053	43,857	44,918
11	43,226	43,934	45,851	46,916
12	45,812	46,520	47,452	48,517
13			49,182	50,250