

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE
SHEPHERD PUBLIC SCHOOLS

AND

THE SHEPHERD EDUCATION
ASSOCIATION

JULY 1, 2004 THROUGH JUNE 30, 2008

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

This Agreement is entered into 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, 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 bargaining unit member 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 bargaining unit member shall be provided by the Association, deducted from the bargaining unit member's total salary, divided into 20 amounts and deducted in even amounts from each salary payment. Bargaining unit members 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 district 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 Section 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 service fee.
 - e. Should such involuntary payroll deduction become legally disallowed, the district 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 bargaining unit members electing not to be a member of the Association. The remedies set forth in the Policy shall be exclusive. Any dispute regarding the level of service fee is not subject to the grievance procedure set forth in this Agreement.
- G. Due to certain requirements established in court decisions, the Association represents that the amount of the service fee, along with other required information, may not be available and transmitted 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 service fee shall be activated thirty (30) days following the Association's notification to non-members of the service fee for that 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 service 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 service fee, the Association also agrees to furnish the district, upon request, with the supporting rationale for service 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 service 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. 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.
- K. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Section of the 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.
- L. 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.
- M. 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 bargaining unit members are set forth in Schedule A, which is attached to and incorporated into this Agreement. Each bargaining unit members' contract salary shall be divided by 21 or 26, as specified by the bargaining unit member not later than the Friday prior to the first pay period.

Bargaining unit members 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.

The Board shall make payroll deductions, upon written authorization, from bargaining unit members 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 bargaining unit member. 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 athletic positions shall be posted in accordance with Article 9.
- C. The daily rate of pay shall be determined by the following formula: Bargaining unit member'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 bargaining unit member 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 bargaining unit members 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 bargaining unit member. The Board shall provide liability insurance protection for bargaining unit members 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 bargaining unit member 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 bargaining unit member may be released on such days for the purpose of approved school visitation. In the event the administration specifically requests a bargaining unit member to attend a particular meeting, conference or workshop, neither the day(s) nor the associated expenses shall be charged against the bargaining unit member'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, paid to substitute employees, shall not exceed \$250 per year for any one bargaining unit member. 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 bargaining unit member may be required to provide in-service education to members of the bargaining unit member's 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 bargaining unit member to use a personal vehicle to attend an approved conference, the bargaining unit member shall be reimbursed up to a maximum of 500 miles round trip per conference at the mileage rate specified in Section 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. Bargaining unit members 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 (teachers must also have reached the top step of their salary column) shall receive a one-time retirement severance payment in the form of a contribution to a Section 403(b) plan designated by the bargaining unit member from the district's list of companies in the amount of three thousand dollars (\$3000). To receive this payment, bargaining unit members must notify the Board in writing of their decision to retire by May 1 of the school year in which they are retiring.
- I. Teachers shall receive longevity benefits in accordance with the following schedule:
 - a. Beginning with the 15th year of service through the 19th year of service 2.5 % BA step 1
 - b. Beginning with the 20th year of service through the 24th year of service 3 % BA step 1
 - c. Beginning with the 25th year of service and for each year thereafter 4 % BA step 1
- 1. "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.

2. 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.

3. 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.
4. In order to qualify for payment under this section the teacher has the responsibility to submit written documentation to the central office regarding experience.
5. The annual longevity payment shall be made in a lump sum on the first pay in February.

A school nurse shall receive a longevity benefit equivalent to 1.25% of BA step 1 beginning in the eighth (8th) year of service. Additional longevity increments shall begin in the fifteenth (15th) year of service and follow the teacher longevity schedule.

- 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 bargaining unit members notified, no later than August 1 of each school year. In case of financial emergency, notification can be extended to August 15.
- B. The normal daily hours shall be as follows:
 1. Elementary teachers' day will be 7:50 AM until 3:00 PM
Elementary student day will be 8:05 AM until 2:55 PM
Elementary teachers' planning/prep time. – see Article 7 (A).
 2. Secondary teachers' day will be 7:50 AM until 3:00 PM.
Secondary student day will be 8:05 AM until 2:55 PM.
Secondary teachers' planning/prep time - see Article 7 (A).
 3. Odyssey teachers' day will be determined based on transportation schedules.
Staff day will be 7:40 AM until 2:50 PM.
Student day will be 7:55 AM until 2:45 PM.
 4. On half-days, students will be dismissed at 11:05 AM.

5. The above schedule may be changed by up to a plus or minus fifteen (15) minutes from the above starting and ending times but will not increase the length of the teacher day.
- C. On Fridays and days before the beginning of a holiday, bargaining unit members 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. Bargaining unit members shall not be required to attend more than two (2) faculty 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 bargaining unit members 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. Bargaining unit members 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.
- H. 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 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.

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
 - Life Skills 24 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 Agreement, any teacher who has been assigned a student who puts that class size over the negotiated guidelines as stated in Section A, shall have assistance provided 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:

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

like classes

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.

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

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), 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, the principal 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) above, the Board shall have five (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 aide time will be adjusted up or down to the nearest quarter hour.
 6. Aides will be adults selected by the Board. Should a student, (high school junior or senior) be preferred, the teacher, or department, may request of the building principal placement of such student as the aide. The aide, as determined by the principal, may be compensated for the 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 Shepherd High School, Shepherd Middle School and Shepherd Main Elementary teachers' lounges. 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. Each elementary teacher (K-5) will be provided 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 kindergarten through fifth grade core classroom teachers. This will be done on a rotation basis worked out by teachers and administrators. Grades kindergarten through five core teachers will then be given 2½ 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.

2. If the teacher uses the 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. Teachers shall be provided written notification by August 1 of their assignments for the upcoming school year. 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 the 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. This section shall not be construed to require an appropriation by the Board of Education for this purpose.

The school nurse shall be included in those in-service programs when there will be a change in duties which will be addressed by the in-service program.

- 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.
- G. In order to meet the mandates for service coordination, appropriate documentation will be completed by special education providers. Each special education provider, including speech and social work, will then be given 2½ days service coordination 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 special education provider uses his/her comp days and leaves the district before the end of the year that time will be pro-rated.
- H. 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.

ARTICLE 8 - DEPARTMENT CHAIRPERSONS

The principals shall, each year, select individuals to serve as department chairpersons/representatives. Each grade level K-5 shall have a representative. There shall be 11 positions at the high school, 9 positions at the middle school, and 10 positions at the elementary. The department chairperson/representative 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. Coordinate the department's budget.
5. Assist in coordinating schedules and teaching assignments.

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.

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.
- 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 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. For athletic Schedule B positions, relevant coaching experience/participation will be considered. No bargaining unit vacancy shall be permanently filled until the position has been posted for seven (7) days. However, bargaining unit members who have no tenure status, must have the approval of the Superintendent to be awarded a vacant position. 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.

A vacancy for position of school nurse shall be posted according to the same time lines as set forth in this Section. Any vacancy for school nurse shall be filled by the Board assessing the nursing training, experience and qualifications 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 bargaining unit member 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 bargaining unit members 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 bargaining unit members 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 bargaining unit members 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 bargaining unit member 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. Bargaining unit members 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 bargaining unit member the first day that the bargaining unit member reports to work; providing, they have

worked at least thirty (30) days for this district and excepting that new bargaining unit members are allowed two of 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 bargaining unit member 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 bargaining unit member shall not be entitled to draw sick leave for any period during which Workers' Compensation benefits are received.
- e. In the event a bargaining unit member's sick leave is entirely used and said teacher is unable to return to work, the bargaining unit member shall be permitted to make cash contributions to the school to maintain eligible insurance benefits, to the extent permitted by COBRA.
- f. In the event a bargaining unit member has exhausted all paid leave and is unable to return to work, the bargaining unit member may request, in writing to the Superintendent, the option of receiving donated comp days to cover subsequent absences from work due to personal/family illness as defined in b. and c. above. (This is not intended to extend the days available under FMLA).

Upon receipt of the request, the Superintendent shall inform all bargaining unit members of the need. All donations must be made in writing to the Superintendent or his designee. A lottery will be used to return all unused days to the contributing members at the conclusion of the school year.

- g. Leave days may be taken in units of hours, half days or full days as determined by the principal's ability to obtain substitutes.
- h. When illness leave days are taken, (two weeks or more) the bargaining unit member will notify the principal of the intended date of return at least three days prior to that date.

- i. Sick leave taken under this Article shall be charged against the bargaining unit member'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 bargaining unit member having served two (2) years in the district, shall be credited with two (2) days to be used for the bargaining unit member's personal leave allotment. First and second year bargaining unit members shall be credited with one (1) day each year. Personal business days may be used for any purpose at the discretion of the bargaining unit member. A bargaining unit member 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 bargaining unit members 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 bargaining unit members 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 bargaining unit member is charged an illness or personal day(s) for a day(s) when school is closed due to emergency conditions, shall be that day(s) restored to bargaining unit member's accumulation/ credit if the bargaining unit member is required to work a rescheduled instructional day(s) attributable to that closing(s).
 - b. Bereavement Leave: A bargaining unit member 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 bargaining unit member's life. A bargaining unit member may take one day for the death of any person at the discretion of the building administrator. The Superintendent may grant additional days
 - c. Bargaining unit members normally will not be expected to report to school during emergency school closings. Should circumstances be such that asking bargaining unit members to report will not cause unreasonable risk to bargaining unit members, 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 bargaining unit member. The 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 bargaining unit member called for jury duty or as a witness in a court case (except where the bargaining unit member and school district are adverse parties in the litigation). Compensation from the district will continue as if the bargaining unit member 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. Military/Reserve - A leave of absence will be granted to a bargaining unit member who is called to military reserve or National Guard duty for reasons beyond the bargaining unit member's control. The bargaining unit member will attempt to be excused from this duty during the school year. If the bargaining unit member cannot be excused from duty, the bargaining unit member will be compensated at the bargaining unit member's regular 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 bargaining unit member 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. Educational Leave - One year educational leaves of absence shall be granted upon application at the beginning of the contract year to bargaining unit members with four (4) years or more of service in the system for the following reasons:
 - a. Study related to the bargaining unit member's area of certification.
 - b. Study to meet eligibility requirements for a certificate other than that held by the bargaining unit member.

- c. Study, research or special bargaining unit member assignment involving probable advantage to the school system with approval of the Board of Education.

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

- 3. Child Care - Child care leave of up to one (1) year will be granted to a bargaining unit member by the Board of Education. The bargaining unit member shall be allowed to make cash contributions for insurance coverage subject to the limitations of COBRA. A non-probationary bargaining unit member may request up to an additional one (1) school year extension of this leave.
- 4. Foreign Service Programs - A leave of absence of one year may be granted to any non-probationary bargaining unit member, upon application, for the purpose of participation in exchange programs in other states, territories, or countries; foreign or military teaching 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 the bargaining unit members professional responsibilities. To qualify, the bargaining unit member must state an intention to return. Request for this leave must be submitted by April 1 for the following school year.
- 5. Association Leave - Non-Probationary Bargaining Unit Members 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 non-probationary bargaining unit member to campaign for, or serve in, a public office.
- 7. General Leave - A leave of absence of up to one (1) year may be granted to any non-probationary bargaining unit member upon request of the teacher. Request for this leave must be submitted by April 1 for the following school year.

Bargaining unit members 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.

A bargaining unit member on such a leave shall be required to notify the Superintendent, in writing, not less than sixty (60) days prior to the ending of the school year stating whether the bargaining unit member will return to employment. A bargaining unit member 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 bargaining unit members 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 Family and Medical Leave Act, an eligible bargaining unit member 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 the death of any bargaining unit member, payment of accumulated sick leave at the rate of \$25.00 per day shall be made to the bargaining unit member's beneficiary (per life insurance form).
- B. All bargaining unit members who have a minimum of ten (10) years of service as full-time bargaining unit members with the Shepherd Public Schools, and are retiring under the provisions of the Michigan Public Schools Employees Retirement Act, shall receive the bargaining unit member's unused accumulated sick days (up to 60 days) at the rate of \$45.00 per day. This payment shall be at the rate of \$50.00 per day for bargaining unit members who have a minimum of twenty (20) years of service as a full-time bargaining unit member with the Shepherd Public Schools and otherwise meet the conditions of this Section. This payment shall be made in the form of a contribution to a Section 403(b) plan designated by the bargaining unit member from the district's list of companies.

ARTICLE 12 - INSURANCE PROTECTION

- A. The Board will provide, without cost to the bargaining unit member, 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. The Board shall provide without cost to the bargaining unit member the following MESSA-PAK for a 12 month period:

Plan A:

Super Care I Rev 2003 (\$100/200 ded and \$5.00/10.00 drug card)

Long term disability

66 2/3%; \$2500 monthly maximum;
90 calendar days modified fill) with COLA;
mental/nervous/alcohol/drug same as illness;
5% minimum payout
pre-existing conditions waived

\$15,000 term life insurance with AD & D

Delta Dental Classes I, II and III at 80% with \$1000 annual maximum; Class IV at 80% with \$1300 lifetime max

VSP-3

As soon as possible after the ratification of the 2004-2008 Master Agreement, the health care plan will be changed from Super Care I to Choices II with the \$5/\$10 prescription drug card.

Effective July 1, 2007 the Choices II prescription drug card will change to the \$10/20 drug card.

If the parties have not reached a successor agreement by the expiration date in Article 19, the Board and bargaining unit member will split any premium increase 50% - 50% until a successor agreement is reached. Any amounts owed by the bargaining unit member shall be payroll deducted as a condition of this Agreement under a qualified Section 125 plan.

Plan B:

LTD: Same as Plan A above

\$30,000 term life insurance with AD & D

Delta Dental Classes I, II and III at 80% with \$1000 annual maximum; Class IV at 80% with \$1300 lifetime max

VSP-3

Dependent term life insurance \$2000 spouse/\$2000 child

A bargaining unit member on Plan B shall be provided \$100 per month under a qualified Section 125 plan.

- C. Premiums payments for part-time bargaining unit members will be prorated.

- 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 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.
- E. The school nurse(s) will receive payment of benefits premiums at :
- 100% when scheduled to work more than six (6) hours daily,
 - 75% when scheduled to work six (6) or fewer but more than four (4) hours daily,
 - 50% when scheduled to work four (4) or fewer but more than two (2) hours daily and
 - 25% when scheduled to work two (2) or fewer hours daily.

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 evaluation 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. If the probationary service begins after the start of a school year, the teacher's year will end on the teacher's anniversary date. The timelines set forth in this article will be computed from the teacher's anniversary date. For example, the timelines set forth in A(4) will be adjusted to reflect seventy-five (75) calendar days prior to the teacher's anniversary date.
 6. 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
 7. Nothing herein shall be construed to confer tenure to the school nurse in the school nurse position or as a classroom teacher in the district while serving as a school nurse. Classroom tenure previously obtained as a classroom teacher in the district shall be retained.
- B. The evaluation will be signed to indicate that the bargaining unit member has received and read the evaluation. In the event a bargaining unit member believes an evaluation is unjust, the bargaining unit member shall, within ten (10) days, state any objections in writing and have it attached to the evaluation to be placed in the bargaining unit member's personnel file. Otherwise, the administration's evaluation shall be conclusive. All evaluations of a bargaining unit member's performance shall be done on the form appended to this Agreement.
- C. All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly. All observations shall be for a minimum of thirty (30) minutes. No bargaining unit member shall be observed during the last two (2) weeks of the school year.
- D. A bargaining unit member shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may be requested to review the file with the bargaining unit member. The review shall be made in the presence of the administrator responsible for the safe keeping of the file.

- E. A bargaining unit member or administrator shall, at all times, be entitled to have present a representative of the Association when a bargaining unit member is being reprimanded or warned for any infraction or delinquency in professional performance, or reviewing his/her evaluation information.
- F. In recognition of the concept of remediation the bargaining unit member 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. If an administrator believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms including an identification of the specific ways in which the bargaining unit member is to improve and the 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 bargaining unit member, resulting from school or school related activities, shall be promptly reported to the respective Principal. The Board will provide legal counsel to those bargaining unit members who are acting in a legal fashion to advise the bargaining unit member of any rights and obligations with respect to such assault. The Board shall render assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities, except in cases where the district brings charges against the bargaining unit member. Time lost by a bargaining unit member, in connection with the handling of such an incident, shall not be charged against the bargaining unit member if found to be innocent or not in any fashion negligent.
- C. If any bargaining unit member is complained against or sued as a result of any lawful action taken by the bargaining unit member while acting within his/her employment, the Board will provide legal counsel and render assistance to the bargaining unit member in his/her defense, except in cases where the district brings charges against the bargaining unit member. Time lost by a bargaining unit member, in connection with the handling of such an incident shall not be charged against the bargaining unit member if found to be innocent or not in any fashion negligent.

- D. Any complaints by parents or guardians of a student directed toward a bargaining unit member which is the basis for any disciplinary action taken against the bargaining unit member, shall be promptly called to the bargaining unit member's attention. Prior to taking any disciplinary action, the bargaining unit member shall be informed, in writing, of the specific allegations being made and shall have an opportunity to respond to the complaint. The bargaining unit member will promptly submit a written response.
- E. Bargaining unit members 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 district to assume financial responsibility beyond the coverage provided in the district's insurance policies.
- F. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere. The constitutional rights of the bargaining unit member as a citizen are hereby acknowledged and no religious or political beliefs or activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of the bargaining unit member, except as may be constitutionally permitted. The private and personal life of any bargaining unit member is not within appropriate concern or attention of the Board, unless such activities adversely affect the bargaining unit member's classroom efficiency or performance and except as may be otherwise permitted by law.
- G. No bargaining unit member 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 bargaining unit member and the Association in writing. The discharge or nonrenewal of probationary bargaining unit members shall not be subject to the "just cause" standard and shall not be subject to arbitration under the grievance procedure. 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.

ARTICLE 15 - GRIEVANCE PROCEDURE

- A. A "grievance" shall be defined as a dispute by a bargaining unit member, groups of bargaining unit members, or the Association regarding the meaning, interpretation or application of the express terms and provisions of this Agreement.

"Days" shall refer to bargaining unit member 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 bargaining unit member(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 bargaining unit member 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 bargaining unit member(s) shall within five (5) days reduce the grievance to writing specifying the Section(s) of the Agreement alleged to be violated, the events that caused the alleged violation, and the remedy sought 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 bargaining unit member(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, the arbitrator 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. 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. Teachers in the specific positions being reduced or eliminated shall be identified for potential lay off. 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 potential layoff.

A teacher who is identified for potential layoff or displacement due to position elimination or position reduction must apply for a vacant position. The highest seniored applicant shall be awarded the position under the provisions of Article 9. If no vacant position is available, the displaced teacher has the right to claim the position of the least seniored teacher holding a position for which the displaced teacher is both certified and qualified. However, displaced teachers are limited to claiming the maximum teaching time they have previously been assigned.

The sole exception to this procedure is as follows: The district may involuntarily transfer a teacher only if it would avoid the necessity of laying off another teacher or would reduce the number of layoffs. An involuntary transfer shall impact the least seniored teacher who is certified and qualified.

Teachers scheduled for potential layoff or displacement will be notified in writing with a copy forwarded to the SEA President.

2. 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.
3. 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. The right to recall will terminate after the three (3) year period. 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.

4. 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 the teacher 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, the teacher 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 or his/her designee and the affected employees present.

C. Qualifications

1. For positions at the secondary level (grades 9-12) possession of AT LEAST 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 AT LEAST 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 the teacher possesses 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.
 - 7. In addition to the foregoing, it is understood that a teacher must meet any requirements under statute.
- D. 1. "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 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 district and Association, in writing, in the event that the teacher 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.

2. 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.
- E. A bargaining unit member laid off under the provisions of this procedure, who is paid unemployment compensation benefits associated with his/her regular assignment during the summer immediately following notification of layoff and who is subsequently recalled to a 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 the bargaining unit member received plus the salary for that school year will be equal to the rate of salary the bargaining unit member would have earned for the school year had he/she not been laid off.
 - F. Voluntary Reduction: If the bargaining unit member voluntarily reduces his/her teaching assignment with the Board's agreement, the bargaining unit member must wait for a vacancy to occur in order to return to full time or to increase his/her part time assignment.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

- A. Bargaining unit members 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 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 the 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 – SCHOOL NURSE

The following provisions of this agreement are not applicable to the school nurse position:

ARTICLE 4 PROFESSIONAL COMPENSATION Section G

ARTICLE 5 TEACHER RESPONSIBILITY Sections B, 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 13. A. 1-6

ARTICLE 16 LAYOFF AND RECALL PROCEDURE Sections A - C

SCHEDULE A

MISCELLANEOUS AGREEMENT Sections 2 and 3

ARTICLE 19 – DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until it terminates on June 30, 2008.

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

Upon request from either party to initiate negotiations for a successor agreement, the parties agree to schedule a bargaining session within thirty (30) days of receipt of the notice.

SHEPHERD EDUCATION ASSOCIATION

SHEPHERD BOARD OF
EDUCATION

President

President

Secretary

Secretary

Date

DEFINITION OF TERMS

1. Association: Shepherd Education Association/MEA/NEA.
2. Board: Shepherd Public Schools Board of Education.
3. Day: During the school year, any day students and/or teachers are scheduled to be in attendance.
4. Department:
 - a. In the elementary schools, each grade level shall be considered a department.
 - b. In the secondary schools, departments will be based on areas of instruction.
 - c. In the middle schools, 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.
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.
11. Bargaining unit member: Any persons covered the provisions of this Agreement.

SHEPHERD PUBLIC SCHOOLS

Salary Schedule A

2004-2005 and 2005-2006

0% increase over the 2003-04 salary schedule

Step	BA	BA+20	BA+30 or MA	BA+50 or MA+20
0	28,698	29,485	30,442	31,625
1	30,992	31,792	32,877	34,062
2	32,589	33,376	34,652	35,841
3	33,892	34,682	35,949	37,138
4	35,520	36,314	37,678	38,860
5	37,501	38,292	39,603	40,786
6	39,148	39,941	41,527	42,711
7	40,800	41,588	43,273	44,461
8	42,821	43,612	45,421	46,607
9	44,488	45,282	47,191	48,377
10	46,136	46,927	48,942	50,125
11	48,237	49,027	51,167	52,355
12	51,123	51,912	52,953	54,141
13			54,884	56,075

In addition, bargaining unit members who did not receive step increases in 2005-2006 shall be paid a one-time stipend of \$500 in one lump sum not later than thirty (30) calendar days following ratification.

SHEPHERD PUBLIC SCHOOLS

Salary Schedule A

2006-2007

1.5% increase over the 2005-06 salary schedule

Step	BA	BA+20	BA+30 or MA	BA+50 or MA+20
0	29,128	29,927	30,899	32,099
1	31,457	32,269	33,370	34,573
2	33,078	33,877	35,172	36,379
3	34,400	35,202	36,488	37,695
4	36,053	36,859	38,243	39,443
5	38,064	38,866	40,197	41,398
6	39,735	40,540	42,150	43,352
7	41,412	42,212	43,922	45,128
8	43,463	44,266	46,102	47,306
9	45,155	45,961	47,899	49,103
10	46,828	47,631	49,676	50,877
11	48,961	49,762	51,935	53,140
12	51,890	52,691	53,747	54,953
13			55,707	56,916

SHEPHERD PUBLIC SCHOOLS

Salary Schedule A

2007-2008

2.5 % increase over the 2006-07 salary schedule

Step	BA	BA+20	BA+30 or MABA+50 or MA+20	
0	29,856	30,675	31,671	32,901
1	32,243	33,076	34,204	35,437
2	33,905	34,724	36,051	37,288
3	35,260	36,082	37,400	38,637
4	36,954	37,780	39,199	40,429
5	39,016	39,838	41,202	42,433
6	40,728	41,554	43,204	44,436
7	42,447	43,267	45,020	46,256
8	44,550	45,373	47,255	48,489
9	46,284	47,110	49,096	50,331
10	47,999	48,822	50,918	52,149
11	50,185	51,006	53,233	54,469
12	53,187	54,008	55,091	56,327
13			57,100	58,339

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, Section 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 shall state 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.

The above definitions shall not be applied to divest a teacher of salary schedule credit granted prior to the 1991-92 school year.

4. The salary of the school nurse shall be determined 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.

SCHEDULE B
% OF *BA* STEP ONE

Bargaining unit members performing Schedule B duties shall be compensated at the rates listed below as a percentage of the BA Step One.

Athletics

FOOTBALL

Head Varsity (Boys)	14%
Asst. Varsity (Boys)	10 (per person) (maximum 2 persons)
Head J.V. (Boys)	10
Asst. J.V. (Boys)	9
Head Freshman (Boys)	9
Asst. Freshman (Boys)	8

BASKETBALL

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

BASEBALL

Head Varsity (Boys)	11
J.V. or 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
Asst. (Boys and Girls)	7

SOFTBALL

Head Varsity (Girls)	11%
J.V. or Asst. (Girls)	7
GOLF	
Head Varsity	8
Asst. or J.V.	4
CHEERLEADING	
Head Varsity	8
Asst. or J.V.	6
POM PON	7

MIDDLE SCHOOL

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	6
CROSS COUNTRY	
Seventh and Eighth Grade (Boys and Girls)	6
TRACK	
Boys	6
Girls	6
VOLLEYBALL	
Seventh Grade (Girls)	6
Eighth Grade (Girls)	6
CHEERLEADING	
Seventh Grade	3
Eighth Grade	3

Academics

H.S. Senior Class Sponsor	6
H.S. Junior Class Sponsor	6
H.S. Sophomore Class Sponsor	4
H.S. Freshman Class Sponsor	4
H.S. Dramatics	3
H.S. Student Council	6
Middle School Student Council	4
Forensics	3
Debate	3
Department Chairperson/Representative	4 (per person)
H.S. 11 positions	
M.S. 9 positions	
Elementary 10 positions	
H.S. Pep Club	2
H.S. Mat Club	2
H.S. French Club	2
H.S. Spanish Club	2
Stage Manager	3
Elementary Production Manager	2
Elementary Choir Director	2
Candy Person - 5 th Grade	.5
Candy Person - 6 th Grade	1.5
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
Middle School Dramatics	2
CSAA	

\$3500 for all activities. Distribution to be agreed upon by administration and participating teachers.

Positions with Required Extra Duties

BAND	13
6th Grade Band Orientation	\$500
H.S./M.S. Choir	8
H.S. Yearbook	3
K-12 Media Specialist	5

Under Schedule B the following shall be considered:

1. Dramatics positions will be paid per play. The number of plays per year shall be determined by the administration not to exceed two per year.
2. For voluntary Schedule B positions, the contracted salary for any position occupied by more than one bargaining unit member will be divided equally.
3. H.S. Librarian 3%
Elementary Librarian 2%
Once the Librarian positions are vacated, compensation shall be provided at the rate of 5% for a K-12 Media Specialist as noted under Positions with Required Extra Duties.
4. The Odyssey Extended Day Program shall be scheduled from 2:55 p.m. to 7:25 p.m. Monday through Thursday.

Bargaining unit members who teach in the Extended Day Program shall be paid at a rate of thirteen percent (13%) of Step 1 of the BA salary. Non bargaining unit members shall be paid at a rate of \$18.50 per hour.

MISCELLANEOUS AGREEMENT

1. Drivers education instructors shall receive \$18.50 for each hour of instruction.
2. An extra class taken, when the regular instructor is absent from the classroom, will result in compensation to the teacher who assumes the responsibility at the rate equal to one-fifth (1/5) the daily substitute rate in effect in the district at the time the class is taken. This paragraph may be waived by the mutual consent of both the teacher 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.
 - f. The use of compensatory days will be limited to no more than five (5) consecutive days being used during a given absence.
3. 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 current daily rate of substitute pay. Five (5) hours shall constitute a day. This compensation shall not be paid for duties included in or associated with a Schedule B position.
 4. 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.

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

5. Extra responsibilities shall be filled by mutual agreement between the Administrator and the teacher.
6. Professional development, in conformity with state law, shall be provided through the use of time and days set forth internal to the school year calendar. Four (4) of the required days of professional development shall occur on the first teacher duty day, the two scheduled professional development days and on two scheduled professional development $\frac{1}{2}$ days.

One professional development day required during the school year shall be achieved through teachers electing to use time currently provided under the Contract to attend professional conferences, workshops, in-service, training and curriculum development. Teachers shall be responsible to report the time they spend in professional development program activity to the appropriate administrator. A form mutually agreed to by the SEA and the Board will be provided for such reporting.

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 adjusts 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.					
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 in-service 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

Principal 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.

ATHLETIC COACH'S EVALUATION FORM

_____ (Name of Coach) _____ (Sport) _____ (Date)

4 = Outstanding Effort 3 = Quality Effort 2 = Below Average Effort 1 = Must Be Improved

I. PROFESSIONAL RELATIONSHIPS:

- _____ 1. Cooperates with the A.D. in regard to submitting rosters, bus times, player physicals and contracts, year-end reports, inventories, program information, and practice schedule on time.
- _____ 2. Follows policy in the Coaches' Handbook and meets all criteria as outlined.
- _____ 3. Provides team rules to team members and A.D. in writing to put on file per Board policy.
- _____ 4. Develops rapport with our athletic coaching staff.
- _____ 5. Is appropriately dressed at practice and games.
- _____ 6. Attends meetings necessary to the welfare of the athletic department.
- _____ 7. Develops sound public relations by cooperating with newspapers, radio, television, and interested spectators.
- _____ 8. Understands and follows rules and regulations set forth by all governing agencies: Board of Education, MHSAA, C.S.A.A.
- _____ 9. Participates in parents' night, banquets, pep assemblies, and correspondence to colleges regarding players.
- _____ 10. Maintains suitable sideline conduct at games towards players, officials, and other workers.
- _____ 11. Develops rapport with teachers, other coaches, and administrators.
- _____ 12. Works cooperatively with other coaches in developing a coordinated program.
- _____ 13. Promotes all sports in the athletic program attempting to foster school spirit.
- _____ 14. Cooperates and communicates with parents during the entire year.
- _____ 15. Works cooperatively with the Athletic Director and the Principal.

_____ 16. Adapts and remains flexible if last minute changes occur in scheduling of games, practices, etc.

II. COACHING PERFORMANCE

- _____ 1. Develops respect by example in appearance, manners, behavior, language, and conduct during practice and contests.
- _____ 2. Provides proper supervision and administration of locker and training rooms and on bus trips to away contests.
- _____ 3. Is well versed and knowledgeable in matters pertaining to the sport.
- _____ 4. Has individual and team discipline and control.
- _____ 5. Develops a well organized practice schedule which utilizes staff and team to its maximum potential.
- _____ 6. Establishes the fundamental philosophy, skills, and techniques to be taught by the staff.
- _____ 7. Attends seasonal staff meetings.
- _____ 8. Monitors academic eligibility of his/her athletes.
- _____ 9. Is fair, understanding, tolerant, sympathetic, and patient with team members.
- _____ 10. Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching.
- _____ 11. Is prompt in meeting team for practices and games.
- _____ 12. Provides leadership and attitudes that produce positive efforts by participants.
- _____ 13. Knows the medical aspects of the position, including first aid, injury policies, working with trainer and family physician.
- _____ 14. Delegates authority responsibly and remains accountable for such delegations.
- _____ 15. Provides an atmosphere of cooperation in being receptive to suggestions and giving credit to those responsible for success.
- _____ 16. Uses all possible ethical means of motivation, emphasizes values of competitive athletics, acceptable personal behavior, decision-making and lasting values to each individual.
- _____ 17. Utilizes videotape along with providing instructions on proper care and use.
- _____ 18. Utilizes practice time for both individual and team development.

III. RELATED COACHING RESPONSIBILITIES

- _____ 1. Takes proper care of equipment, including issue, collection, inventory and storage.
- _____ 2. Regularly contacts media emphasizing positive skill development and team play.
- _____ 3. Is cooperative in sharing facilities.
- _____ 4. Shows self-control and poise in areas related to coaching responsibilities.
- _____ 5. Displays enthusiasm and exhibits interest in coaching.
- _____ 6. Keeps Athletic Director informed of changes and unusual events.
- _____ 7. Encourages all potential athletes to participate in the sport provided they are not involved in another sport at the same time during that particular season.
- _____ 8. Follows proper procedures for purchasing equipment and supplies.
- _____ 9. Operates sport within the budget as approved by the A.D.

Athletic coaches will be provided with a performance evaluation in their first year and at least once every three (3) years thereafter.

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

Signatures

Coach

Date

Athletic Director

Date

The coach'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.

Use the back for any comments or explanations.

**SHEPHERD PUBLIC SCHOOLS
TEACHER ABSENCE**

Absent Teacher _____ Date(s) _____

(Signature)

Hour

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

Half Day Sub-Teacher Name _____

Full Day Sub-Teacher Signature _____

Sub-Teacher SS# _____

Verification of Absence

Chargeable

Non-Chargeable

- | | | |
|---|---|--|
| <input type="checkbox"/> Sick Leave | <input type="checkbox"/> Athletics | <input type="checkbox"/> Jury Duty |
| <input type="checkbox"/> Personal Leave | <input type="checkbox"/> Field Trip | <input type="checkbox"/> Visitation (school) |
| <input type="checkbox"/> Comp. Day (Full day increment) | <input type="checkbox"/> Funeral | <input type="checkbox"/> IEP |
| <input type="checkbox"/> Deduct Day (Loss of Time) | <input type="checkbox"/> Conference/Meeting | <input type="checkbox"/> Other _____ |

Administrative Approval

Signature: _____

Date: _____

Grant Source (if applicable)

- Title I
- Title IIA – Class Size Reduction
- Title IID – Technology
- Other (Describe) _____

Shepherd Education Association
Shepherd Board of Education

Step 1 A. Presentation to Principal _____ Date _____
B. Date of Grievance _____
C. Filed by _____ (Signature) Date: _____
D. Statement of Grievance _____

D. Relief Sought _____

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

2004-2005 CALENDAR

August 23	Teacher Work Day (Professional Development)
August 24	½ Day Students – Full Day Teachers
September 3	No School
September 6	Labor Day – No School
September 23	½ Day students – Full Day Teachers (Prof. Devel.)
October 27,28,29	½ Day Students – Parent/Teacher Conferences
November 1	No School for Students – Full Day Teachers (Prof. Devel.)
November 15	No School – Deer Day
November 25, 26	No School – Thanksgiving
Dec. 22 – 31	No School – Christmas Recess
January 13	½ Day Students – Full Day Teachers (HS-Cards/Records;EL/MS Prof Devel)
January 14	½ Day Students – Full Day Teachers (Cards & Records)
January 17	No School – Winter Break
February 18	No School for Students – Full Day Teachers (Prof. Devel.)
February 21	No school – Presidents’ Day
March 22	½ Day Students -- Full Day Teachers (HS – PD; EL/MS – Conferences)
March 23, 24	½ Day Students - Parent/Teacher Conferences
March 25	No School - Good Friday
March 28 – April 1	No School – Spring Break
April 22	No School – Maple Syrup Day
May 30	No School – Memorial Day
June 2, 3	½ Day Students – Full Day Teachers

~School will be dismissed at 11:05 a.m. on ½ days and at 10:55 a.m. at Odyssey.

~If the school year is extended because of inclement weather, the following will apply:

- Make-up three hours or less—Full day on June 2nd and a ½ day on June 3rd.
- Make-up more than three hours (3-6.33 hours) Full day June 2nd, ½ day June 3rd, ½ day June 6

~179 Student Days / 182 Teacher Days

2005-2006 CALENDAR

August 22	Teacher Work Day (Professional Development)
August 23	First Day for students (½ day) (Full Day Staff)
Sept 2	No School
September 5	Labor Day - No School
September 23	½ Day Students - Full Day Teachers (½ day PD)
October 24	ISD Professional Development—No students
October 26, 27 & 28	½ Day Students - Parent/Teacher Conferences
November 15	No School - Deer Day
November 24, 25	No School - Thanksgiving
December 21 -Jan. 2	No School - Christmas Recess
January 12	½ Day Students - Full Day Teachers (HS/MS-Cards/Records; EL PD)
January 13	½ Day Students - Full Day Teachers (Cards & Records)
January 16	No School - Winter Break
February 17	Professional Development (No Students.)
February 20	No School - President's Day
March 15, 16 & 17	½ Day Students—Parent Teacher Conferences (one day ½ PD HS/MS)
March 27—31	No School - Spring Break
April 14	No School - Good Friday
April 28	No School - Maple Syrup Day
May 29	No School - Memorial Day
June 1, 2	½. Day Students - Full Day Teachers

~School will be dismissed at 11:05 a.m. on ½ days and at 10:55 a.m. at Odyssey.

~If the school year is extended because of inclement weather, the following will apply:

- Make-up three hours or less - Full day on June 2nd
- Make-up more than three hours (3-6.33 hours) - Full day June 2nd and the last necessary day would become a half day (The days will not be lengthened in order to make up time.)

This calendar includes the following:

179 Student Days
182 Teacher Days
4 Professional Days (Staff will need to get one on their own.)

2006-2007 CALENDAR

August 30 & 31	Teacher Work Day (Professional Development)
September 5	First day for students (½ day) Full day staff
November 1	Full day teachers (Professional Development)
November 8, 9, & 10	½ Days Students – Parent/Teacher Conferences
November 15	No School – Deer Day
November 23 & 24	No School – Thanksgiving
December 21 thru January 1	No School - Christmas Recess
January 25	½ Day Students - Full Day Teachers (HS/MS-Cards/Records; EL PD)
January 26	½ Day Students – Full Day Teachers (Cards and records)
February 16	½ Day Students – Full day staff (½ day PD)
February 19	No School – President’s Day
March 28,29, & 30	½ Days Students – Parent/Teacher Conferences (one day ½ PD HS/MS)
April 2-5	No School – Spring Break
April 6	Good Friday – No School
April 27	No School – Maple Syrup Day
May 28	No School – Memorial Day
June 7 & 8	½ Day Students – Full Day Teachers

~School will be dismissed at 11:05 a.m. on ½ days and at 10:55 a.m. at Odyssey

~If the school year is extended because of inclement weather, the following will apply:

- Make-up three hours or less– Full day on June 7th
- Make-up more than three hours - Full day June 7th and the last necessary day would become a half day (the days will not be lengthened in order to make up time)

This calendar includes the following:

179 Student Days - 12 Half Days and 167 Full Days

182 Teacher Days

4 Professional Development days (staff will need to get one on their own)

2007-08 CALENDAR

Aug. 29 & 30	Teacher work days (Professional Development)
Sept. 4	First day for students (½); full day staff
Nov. 1	Full day teachers (Professional Development)
Nov. 7, 8, & 9	½ days for students- Parent/teacher conferences
Nov. 15	No School--Deer Day
Nov. 22-23	No School—Thanksgiving Break
Dec. 20-Jan. 1	No School--Christmas Recess
Jan. 24	½ day students; full day teachers (cards and records MS/HS; EL PD)
Jan. 25	½ day students; full day teachers (cards and records)
Feb. 15	½ day students; full day staff (½ PD)
Feb. 18	No School—Presidents Day
March 21	No School--Good Friday
March 26, 27, & 28	½ days for students; Parent/teacher conf (one day ½ PD for HS/MS)
March 31-April 4	No School--Spring break
April 25	No School---Maple Syrup Day
May 26	No School--Memorial Day
June 9 & 10	½ day for students--Full day teachers

179 days for students
182 days for teachers

~ School will be dismissed at 11:05 am on ½ days and at 10:55 am at Odyssey.

~ If the school year is extended because of inclement weather, the following will apply:

- Make-up three hours or less---Full day on June 9.
- Make-up more than three hours---Full day on June 9 and the last necessary day would become a half day (the days will not be lengthened in order to make up time).

4 professional days for staff (staff still need to complete one PD day on their own)

CALENDAR ATTACHMENT

For the 2006-2007 and 2007-2008 school years, there will be 179 student days and 182 teacher days.

In the 2004-2005 school year, it was agreed to shorten the length of the school year for staff and students by two days although still meeting the State's minimum hour requirement. In the future, however, should a minimum day requirement be reinstated, thus lengthening it, it will be done at no additional cost to the school district associated with employees working up to and including 181 student days and 184 teacher days. How that is accomplished beyond 181 student days and 184 teacher days is a subject of bargaining between the parties.

Furthermore, it is agreed to recognize for 2006-2007 and 2007-2008 that 38.33 hours are available for inclement weather and/or emergency school closings, cancellations and delays. In addition, 12.66 hours (two days) of the professional development time will count as student instruction time.

Should time need to be made up, it will be done in half-day increments at the end of the school year and not by extending the length of a contractual day.

Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

LETTER OF AGREEMENT

RE: The Elementary and Secondary Education Act (ESEA), also called the No Child Left Behind (NCLB) Act of 2001, as amended, 20 USC 6301 et seq.

The undersigned parties agree to add the following for the 2004-2006 contract years.

1. A teacher who passes the Michigan Teacher Certification Basic Skills Test and/or subject area test(s) by December 31, 2005, shall be reimbursed for the test registration fee(s). This provision shall apply only to teachers who, in the second semester of the 2004-2005, are teaching in areas in which they are not highly qualified. Any teacher who voluntarily takes and passes the test at the request of an administrator shall be reimbursed for the test registration fee(s).
2. By March 24, 2005, the district will notify all bargaining unit members of their "highly qualified" status under the ESEA and the criteria under which they are qualified.

By April 15, 2005, bargaining unit members shall correct any inaccurate information provided in the district's March 24 notice.

Those bargaining unit members who have not attained "highly qualified" status by May 1, 2006, shall be treated as displaced under Article 16 for staffing purposes.

Any member failing to meet the "highly qualified" provisions of the ESEA becomes displaced and retains all of his seniority rights accorded in the Master Agreement.

For the Shepherd Public Schools:

For the Shepherd Education Association:

Superintendent

President

Date _____

Date _____