

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE
SHEPHERD PUBLIC SCHOOLS

AND

THE SHEPHERD EDUCATION
ASSOCIATION

JULY 1, 2012 THROUGH JUNE 30, 2015

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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".

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. Use of school property

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 leave days

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). These days, when taken consecutively, shall not exceed four (4) for any one person. It shall be the duty of the Association President to request Association release time from the Superintendent in writing with copy to the Central Office.

C. Access to information

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.

The President and Secretary of the Association will be included on the mailing list for Board minutes and public agendas.

D. Agency shop

1. Each bargaining unit member shall pay membership dues or a service fee to the Association
2. Within seven (7) calendar days of hire, the Board shall inform the Association of the name and position of each newly hired bargaining unit member.
3. The failure of a bargaining unit member to sign an authorization card or otherwise pay the dues or fees in a timely manner is a breach of the master Agreement and the Association reserves the right to pursue collection of the dues or fees in a court of competent jurisdiction.
4. 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.
5. 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.
6. The Association agrees to assume the legal defense through its own counsel of any suit or action brought against the Board regarding this section of the Agreement.

- a. The Board shall give timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
- b. The Board shall give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and
- c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

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.

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 and responsibility to establish grade levels and courses of instruction.
 3. The selection of textbooks and teaching materials, and various teaching aids.
 4. 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 prior to the first day of work.

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 prior to the first day of work for the current school year.

It is also recognized from time to time, that it will be necessary to schedule 27 pays rather than 26 pays for the upcoming year. In such instances, the Central Office will notify the Association President by April 1.

The Board shall make payroll deductions, upon written authorization, from bargaining unit members for annuities, credit union, local financial institutions, 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). Vacant Schedule B athletic positions shall be posted in accordance with Article 9.

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.

- 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/she 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, and \$25,000 property damage.
- F. Professional meetings; conferences; workshops and tuition reimbursement
 - 1. A bargaining unit member shall be released from regular duties, without loss of salary, for a 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 also be released on such days for the purpose of approved school visitation.

The total allotment shall not exceed \$300 per year (for lodging, parking fees, registration and meals) for any one bargaining unit member.

The cost of mileage and substitute wages shall not be charged against the allotment.

All requests must be submitted to the principal and approved at least five (5) school days prior to the meeting.

Denial of a conference request is not subject to the grievance procedure. Bargaining unit members may appeal the denial to the Superintendent.

2. In the event the Administration specifically requests a bargaining unit member to attend an activity, neither the day(s) nor the associated expenses shall be charged against the bargaining unit member's allotment above.
3. The request form for days under Sections 1 and 2 shall specifically designate administrative approval if the days are non-chargeable.
4. Upon return, the bargaining unit member may be required to provide professional development for members of the bargaining unit as deemed appropriate by the Administration.
5. The principal may grant additional days.
6. Whenever transportation is provided by school vehicles, the cost for gas is to be borne by the Board.
7. When it is necessary for a bargaining unit member to use a personal vehicle to attend approved activities under Section 1 and 2, the bargaining unit member shall be reimbursed up to a maximum of 500 miles round trip per activity at the mileage rate specified in Section E of this Article.
8. Bargaining unit members may use all or portions of the above referenced \$300 to pay for tuition for preapproved classes needed for continuing certification, to become highly qualified in an area in which the teacher is already certified or for a new teaching certificate endorsement.

Classes must be outside of teacher work time.

Mileage will not be paid in such instances.

9. The funds in Section 1 will not be accumulative and must be used within the fiscal year.

G. Credit for Outside Teaching Experience

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 (\$3,000).

For bargaining unit members who intend to retire prior to the end of a school year, written notification of the specific retirement date must be provided to the Board by May 1 of the school year preceding the effective date of retirement.

For bargaining unit members who intend to retire effective at the end of the school year, written notification must be provided to the Board by May 1 of the school year in which they retire.

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. No service credit will be given to bargaining unit members hired after July 1, 2012, for employment outside the district.

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. Partial year credits earned prior to the 1991-1992 school year have been 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 qualified outside 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 7:50 AM until 3:00 PM.
Student day will be 8:05 AM until 2:55 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 longer than sixty (60) minutes beyond the end of the teacher work day. These meetings will convene on the second and fourth Wednesday of the month. In months

when a scheduled meeting would occur on a Wednesday before a holiday or on a scheduled parent-teacher conference day, a second meeting may be scheduled on a different day. If a second meeting is to be scheduled, the bargaining unit members shall be notified on the first teacher work day.

A maximum of three (3) special meetings per year per building (maximum of 2 hours in length) may be designated at the discretion of the Superintendent. Unless there is an emergency, notification of such meetings will be given at least five (5) school days in advance of the meeting.

No meetings will be held on Friday or on the day preceding a holiday, except in case of emergency, when called by the Superintendent.

All bargaining unit members are expected to attend staff and superintendent called meetings. Teachers should make every effort to schedule after school activities around these meetings. Members who miss a meeting may be expected to attend a makeup meeting.

At the administrators discretion; a makeup faculty meeting will be held the next scheduled school day after the meeting at 7:00 AM.

- 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 negotiated maximum guidelines for the number of pupils per teacher shall be as follows:
 - 1. Kindergarten 25 pupils
 - 2. Developmental Kindergarten 23 pupils
 - 3. Elementary School Grades
 - Grades 1 & 2 27 pupils
 - Grades 3 - 5 27 pupils
 - 4. Special Education Classes: Class size to follow State guidelines.

5.	Secondary (6-12) School Classes:	
	English	30 pupils
	Social Studies	30 pupils
	Science	30 pupils
	Mathematics	30 pupils
	Language	30 pupils
	Business	30 pupils
	Computers	27 pupils (up to 30 if there are 30 student work stations)
	Chemistry	24 pupils
	Industrial Arts	24 pupils
	Life Skills	24 pupils
	Art	25 pupils
	Physical Education	40 pupils

The Association will be notified upon request 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 K-5 teacher who has been assigned a class size over the negotiated guidelines as stated in Section A shall have assistance provided in the form of a highly qualified (HQ) teacher aide time as follows unless compensation under Section C is directed by the administration.

1. K-5: 3 hours per week per full time student per homeroom
 - a. The Board shall have five (5) school days from the date a student is assigned to or withdrawn from a class to make the necessary adjustments. (i.e., increase or decrease) in the number of aide hours for student overage in the class.
 - b. Fractions of an hour for aide time will be adjusted up or down to the nearest quarter hour.
 - c. Aides will be adults selected by the Board. Aide responsibilities shall be determined subject to review and approval by the building principal and by the K-5 teacher.

2. For grades 6-12: Class overages will be determined by calculating the difference between the number of students in each class and the negotiated maximum guideline for the class as listed in Section A. The sum of the numbers of students over and under the negotiated guidelines will equal the count per day for overload payment.

By way of illustration: HS teacher with schedule of two chemistry classes and two science classes:

chemistry max	= 24	and 1 st class has 23 students	= count of -1
chemistry max	= 24	and 2 nd class has 15	= count of -9
science max	= 30	and 3 rd class has 33	= count of +3

$$\frac{\text{science max} = 30 \text{ and } 4^{\text{th}} \text{ class has } 43}{\text{count for overload payment}} = \frac{\text{count of } +13}{= 6 \text{ per day}}$$

- C. As an alternative to aide time as provided in Section B(1), an elementary teacher (grades K-5) shall receive compensation of \$3.00 per student per day. Middle school teachers (grades 6-8) shall receive \$.60 per student per day in excess of the class size guidelines. High school teachers (grades 9-12) shall receive \$.60 per student per day in excess of the negotiated class size guidelines. When a trimester schedule is in place, high school teachers shall receive \$.75 per student per day in excess of the negotiated 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 first academic period (i.e., semester or trimester) and shall be based on the Friday weekly enrollment in the teacher's class.

- D. The Board shall have through the third (3rd) Friday in the first academic period (i.e., semester or trimester) to make adjustments in class sizes for the first academic period and through the end of the first complete week of classes of the other academic periods for students to make such adjustments before the above provisions apply.
- E. Telephone facilities shall be made available to teachers in the Shepherd High School, Shepherd Middle School, Shepherd Elementary, and Winn 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.
- F. Each teacher shall be provided with \$90 for miscellaneous classroom supplies.
- G. Teachers scheduled in a classroom situation any time an assembly is held will attend that assembly in a supervisory capacity.

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.

When a trimester schedule is in place, the normal weekly teaching load will be twenty (20) teaching period and five (5) conference or planning periods.

Given the variability in the times that classes begin and end when the high school and middle school are on different time schedules, classroom teachers with split schedules between the middle and high school whose assigned preparation period is less than fifty-three (53) minutes will be compensated for any minutes under fifty-three (53).

2. 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.

3. 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). 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 \$225 per year for covering recess. This payment will be made in a lump sum and be included in the last pay in May.
 4. 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. Conference/planning time applies only to classroom teachers.
- B. No secondary teacher, except an Odyssey teacher, shall have a six class schedule unless by mutual consent under the provisions of the Addendum to Schedule A. 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.
 - C. No student teacher shall be used as a substitute without prior consultation with the supervising teacher.
 - D. 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, professional development will be provided with input from the teacher professional development committee. Professional development 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 professional development programs when there will be a change in duties which will be addressed by the in-service program.
- E. In order to meet the special education mandates, appropriate documentation will be completed by special education providers. Each special education provider, including speech and social work, will then be given \$225 per year. Special education mandates include but are not limited to, Medicaid documentation, preparation for IEP Meetings and follow-up. This payment will be made in a lump sum and be included in the last pay in May.
 - F. 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 – PROFESSIONAL STAFF MEMBER POSITION
AND SCHEDULE B VACANCIES**

- A. A "vacancy" shall be defined as either a newly created professional staff member position or an opening in a professional staff member occasioned by the retirement, death, resignation or termination of a bargaining unit member or an opening covered by Schedule B. A leave of absence of one (1) school year or more shall be considered a vacancy as the professional staff 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. For athletic Schedule B positions, relevant coaching experience/participation will be considered.

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, shall be allowed full pay for a total of ten days in any 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. Leave days may be taken in units of hours, half days or full days as determined by the principal's ability to obtain substitutes.
 - g. When illness leave days are taken, (two weeks or more) the bargaining unit member will notify the principal of the intended date of return at least three days prior to that date.
 - h. 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. If the new year allotment will cause the accumulated personal days to exceed five (5) personal days, the excess days will be added to sick time. 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. Non-chargeable 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, member of the bargaining unit member's household or exceptions at the discretion of the Superintendent. A bargaining unit member may take one day per year, no charge, for the death of any person at the discretion of the building administrator. A bargaining unit member may take one day for the death of any person; This day will be deducted from sick time. The Superintendent may Grant additional days which will be deducted from sick time.

- 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 ensuing 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 ensuing 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 ensuing school year.

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.

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.
- C. If a bargaining unit member ends a fiscal year with the maximum of one hundred twenty-five (125) days afforded under article 10(A), the bargaining unit member will be credited with the ten (10) days at the start of the succeeding work year. In the event sick leave is used, the days in excess of 125 will be used first. Any days in excess of 125 remaining at the end of the fiscal year will be paid off at the rate of sixty (\$60) per day.

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, the Board shall make premium payments on behalf of full-time bargaining unit members and their eligible dependents under either Plan A or Plan B as specified below for the duration of this Agreement.—The Board shall provide without cost to the bargaining unit member the following for a 12 month period:

Plan A:

BC/BS PPO Plan 15 hospitalization plan

\$5,000 single/\$10,000 two party and full family annual in-network deductibles funded by Employer

\$10,000 single/\$20,000 two party and full family annual out of network deductible paid by the Employer after employee pays the first \$250 single/\$500 two party and family;

Only in-network co-insurance paid by employer after the deductible up to the plans stop loss;

\$15/50/50 W/MOPD2X employee co-payment in-network prescription plan;

\$30 office visit employee co-payment;

\$100 emergency room employee co-payment.

The Board's maximum monthly contribution toward the illustrative rate for the hospitalization plan is as follows:

Full family	\$957.53
Two party	\$816.50
Single	\$359.53

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
Dental Classes I, II and III at 80% with \$1000 annual maximum; Class IV at 80% with \$1300 lifetime max (self funded)
vision

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
Dental Classes I, II and III at 80% with \$1000 annual maximum; Class IV at 80% with \$1300 lifetime max (self funded)
Vision
Dependent term life insurance \$2000 spouse/\$2000 child

A bargaining unit member on Plan B shall be provided \$200 per month under a qualified Section 125 plan.

- C. 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 - 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 complaint directed toward a bargaining unit member which is the basis for any disciplinary action taken against the bargaining unit member or for discharge, shall be promptly called to the bargaining unit member's attention.
- 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. Discipline, discharge and probationary period of professional staff members.
1. No professional staff member shall be disciplined (including reprimands, suspensions or reductions in work or professional advantage) or discharged without just cause.

The discharge or nonrenewal of probationary professional staff members shall not be subject to the "just cause" standard and shall not be subject to arbitration under the grievance procedure.

The specific grounds forming the basis for the discipline or discharge will be made available to the professional staff member and the Association in writing.
 2. Bargaining unit members who are not covered by the Michigan Teacher Tenure Act will serve a probationary period equal to that required of new teachers covered by the Act.

ARTICLE 14 - 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.

Bargaining unit members have the right to have their grievances adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present.

The Association may have representative(s) present at any level of the grievance procedure.

B. Procedure of Handling

1. STEP 1

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, 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. The meeting with the principal will take place within ten (10) days of receiving notification of the grievance.

2. STEP 2

If 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 or his/her designee. The meeting at this level will take place within fifteen (15) days of the written grievance.

3. STEP 3

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator upon written notice to the Superintendent within thirty (30) days of receipt of the Superintendent's answer or within thirty (30) days of the date the Superintendent's answer was due, whichever occurs first.

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.

ARTICLE 15 - SENIORITY

A. 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. A bargaining unit member who leaves the bargaining unit to take an administrative position 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 by November 1.
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.

- B. 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.
- C. A bargaining unit member laid off 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.

ARTICLE 16 - 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.
- F. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager.

ARTICLE 17 – 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

SCHEDULE A

MISCELLANEOUS AGREEMENT Sections 2 and 3

ARTICLE 18 – DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until it terminates on June 30, 2015. Salary schedule A, the contributions toward the hospitalization plan in Article 12(B) and calendar will be subject to renegotiations for the 2013-2014 and 2014-2015 contract years.

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

Co-President

President

Co-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 K - 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.
12. Professional staff member when used in this Agreement refers to all employees represented by the Association in the bargaining who do not possess a Michigan Teaching certificate.

SHEPHERD PUBLIC SCHOOLS

Salary Schedule A

2012-2013

Step	BA	BA+20	BA+30 or MA	BA+50 or MA+20
0	30,985	31,835	32,869	34,146
1	33,462	34,327	35,497	36,777
2	35,187	36,038	37,415	38,698
3	36,594	37,446	38,814	40,098
4	38,351	39,208	40,681	41,958
5	40,491	41,344	42,760	44,038
6	42,269	43,125	44,838	46,116
7	44,052	44,903	46,722	48,006
8	46,235	47,088	49,042	50,323
9	48,034	48,892	50,952	52,235
10	49,814	50,669	52,843	54,121
11	52,083	52,935	55,246	56,529
12	55,198	56,050	57,174	58,457
13			59,260	60,545

ADDENDUM TO SCHEDULE A

- A. 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 October 15 (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.
- B. Credit on the salary rails shall be from one of the following:
1. Hours taken in any class at the graduate level.
 2. Hours taken in any class which may be applied as part of a graduate degree program in which the teacher is enrolled.
 3. 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.

- C. 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 October 15 (in order to receive salary credit in the first semester) and by January 15 (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 prorated based upon the number of hours scheduled to be worked daily in relation to the full-time, 7-hour daily assignment.

- D. Extra responsibilities
1. Compensation for substituting during preparation period

- a. An extra class taken, when the regular classroom instructor is absent from the classroom, will result in compensation to the teacher who assumes the substitute responsibility at the rate of \$15.00 per clock hour.

Bargaining unit personnel who are not classroom teaching personnel may not be assigned to more than one (1) clock hour per day of substitute service.

Bargaining unit members will not be required to substitute unless no other option exists to cover the period(s) in question.

2. **Summer work**

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) clock hours shall constitute a day. This compensation shall not be paid for duties included in or associated with a Schedule B position.

3. **Teaching during preparation period**

Any teacher who is assigned and voluntarily accepts an additional classroom period each day, thus forfeiting a conference period, will be paid extra compensation in the applicable portion 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.

4. **Extra responsibilities shall be filled by mutual agreement between the Administrator and the teacher.**

SCHEDULE B

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

<u>Athletics</u>	<u>% of BA Step One</u>
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		
	Competitive	8
	Sideline	6

MIDDLE SCHOOL

BASKETBALL		
	Eighth Grade (Boys)	6
	Seventh Grade (Boys)	6
	Eighth Grade (Girls)	6
	Seventh Grade (Girls)	6

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 and Eighth Grade	6

Academics **% of BA Step One**

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
Department Chairperson/Representative		4 (per person)
H.S.	11 positions	
M.S.	9 positions	
Elementary	10 positions	

H.S. Pep Club	2 %
Foreign Language Club	2
Candy Person - 5 th Grade	.5
Sixth Grade Camp	1.5
Elementary Student Council	
Shepherd Elementary	2
Winn Elementary	1
Business Professionals of America	4
School Store	4
National Honor Society	2
High School Science Club	2
Middle School Dramatics	2
Conference Activities	\$3,500 Total 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
Middle School Yearbook	1.5
K-12 Media Specialist	5
Elementary Production Manager	2
Elementary Choir Director	2

Ten (10) days of counseling services (one position at the middle school; two positions at the high school) to cover the high school and middle schools may be approved by the building principal. Additional time must be approved by the Superintendent or the Superintendent's Central Office designee. Such work will be paid at \$25.00 per hour.

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. (How compensation is to be divided between staff must be determined before a production is approved)
2. Drivers education instructors shall receive .00062 of the BA base for each hour of instruction.
3. For voluntary Schedule B positions, the contracted salary for any position occupied by more than one bargaining unit member will be divided equally.
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.

Shepherd Public Schools

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, T.V.C.
- _____ 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

Sick Leave

Athletics

Jury Duty

Personal Leave

Field Trip

Visitation

Bereavement Leave
(Sick)

Bereavement Leave
(Non-chargeable)

IEP

Comp. Day (Full day increment)

Conference/Meeting

Deduct Day (Loss of Time)

Other _____

Administrative Approval

Signature: _____

Date: _____

Grant Source (if applicable)

Title I

Title IIA – Class Size Reduction

Other (Describe) _____

GRIEVANCE FORM

Shepherd Education Association—Shepherd Board of Education

Step 1 Oral presentation to Principal

A. Date Association contacted Principal _____

B. Date(s) of Principal/Association meeting(s) with Principal _____

C. Principal's Disposition _____

Signature

Date

D. Association's Disposition/Response: _____

Satisfactory___ Unsatisfactory___

Signature

Date

Step 2 Written presentation to Superintendent

A. Date of Grievance _____ **B. Date filed with Superintendent** _____

C. Filed by _____ (Signature) **Date:** _____

D. Statement of Grievance _____

E. Relief Sought _____

F. Date(s) of Superintendent/Association meeting(s): _____

G. Disposition by Superintendent _____

Signature

Date

H. Association's Disposition/Response: _____

Satisfactory___ Unsatisfactory___

Signature

Date

Step 3 Arbitration

Date submitted to arbitration

Signature for the Association

2012-13 CALENDAR

Aug. 29 & 30	Professional Development – No Students
Sept. 4	First day for students (½ day); full day staff
Oct. 1	Professional Development – No Students
Nov. 1	1/2 day for students; Parent/teacher conferences in afternoon and evening.
Nov. 2	No school for students/half day for teachers – Parent/teacher conferences in morning
Nov. 15	No School – Deer Day
Nov. 22-23	No School - Thanksgiving Break
Dec. 7	End of Trimester: full day for staff and students
Dec. 24-Jan. 2	No School - Christmas Recess
Feb. 18	Professional Development – No Students
Mar. 8	End of Trimester: full day for staff and students
Mar. 27	1/2 day for students; Parent/teacher conferences in afternoon and evening.
Mar. 28	No school for students/half day for teachers – Parent/teacher conferences in morning
Mar. 29	No School – Good Friday
April 1-5	No School -- Spring break
April 26	No School -- Maple Syrup Day
April 29	Professional Development – No Students
May 27	No School -- Memorial Day
June 7	1/2 day for students -- Full day teachers

175 days for students

182 days for teachers

~ School will be dismissed at 11:05 am on ½ days.

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

- Make-up three hours or less---Full day on June 7.
- Make-up more than three hours---Full day on June 7 and the last necessary day would become a half day.

CALENDAR ATTACHMENT

Length of the school year and make up requirements for full state aid.

Should a minimum day requirement be reinstated by the State of Michigan, days will be added to the calendar 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.

Should instructional hours or days need to be made up in order to qualify for full state aid, it will be done in half-day increments or whole day increments by extending the end of the school year and not by extending the length of a contractual day unless the parties agree to do so.

Teachers will receive their regular pay for days which are cancelled but shall work with no additional compensation on any days rescheduled in order to qualify for full state aid.

Letter of Agreement
between the
Shepherd Public Schools Board of Education
and the
Shepherd Education Association/MEA

Re: The elimination of comp time under Schedule A, Section E of the 2009-2012 Master Agreement.

In the negotiations of the successor agreement, the parties have agreed to the elimination of comp time formerly regulated under Schedule A, Section E. In conjunction with the elimination of comp time, the parties agree as follows with respect to the accumulated time remaining as of June 30, 2012:

Bargaining unit members will select one or a combination of the following options and notify the Board of his/her choice by September 15, 2012; if no option is selected, choice #1 will be selected for the member.

1. Unused comp time will be paid at a rate of sixty (\$60) dollars per day.
2. Unused comp time will be added to the bargaining unit member's sick time (not to exceed 125 days).
3. Bargaining unit members will be allowed to carryover up to five (5) comp days.

This constitutes the entire understanding of the parties. This letter of agreement shall terminate and cease to be binding upon payment of the foregoing.

SHEPHERD EDUCATION ASSOCIATION

SHEPHERD BOARD OF EDUCATION

Co-President

President

Co-President

Secretary

Secretary

Date

Letter of Agreement
between the
Shepherd Public Schools Board of Education
and the
Shepherd Education Association/MEA

Re: Public Act 53 of 2012 (Prohibition on deduction dues and service fees)

It is hereby agreed as follows in conjunction with the foregoing Act.

1. In arriving at a successor Master Agreement to the contract expiring on June 30, 2012, the parties have made the amendments to Article 2(D) to eliminate the availability of payroll deductions as required by law. The mandate to pay such amounts remains for each employee in accordance with a Schedule and in amounts determined by the Michigan Education Association.
2. If during the term of the new agreement the act is repealed or is found unconstitutional by a court of final jurisdiction, the provisions mandating payroll deductions from the 2009-2012 Master Agreement will be reinstated.
3. If during the term of the new Agreement a temporary restraining order or injunction delaying the Acts implementation of the prohibition on payroll deductions is issued pending a final review in the judicial system, the provisions mandating payroll deductions from the Master Agreement expiring on June 30, 2012 will be reinstated.
4. This Agreement is not precedent setting and constitutes the entire understanding of the parties as it relates to Public Act 53 OF 2012.

SHEPHERD EDUCATION ASSOCIATION

SHEPHERD BOARD OF EDUCATION

Co-President

President

Co-President

Secretary

Secretary

Date