

AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE
SHEPHERD PUBLIC SCHOOLS

AND

THE SHEPHERD EDUCATION
ASSOCIATION

JULY 1, 2019 THROUGH
JUNE 30, 2022

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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, 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 maximum number of days per year shall not exceed twenty-one (21) days. Twenty-one days (21) is the total for all association members when combined for any given year. 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. The Association shall reimburse the district the cost of substitutes.

C. Access to information

Upon request, the Board shall make available to the Association all information that is available to the public. Information may include, but is not limited to: Name; Salary and compensation of any kind from Shepherd Public Schools; Health Care plan selected (Plan A or Plan B); Total time worked for Shepherd Public Schools; Salary Lane; Current teaching assignment and building; and Certification including any endorsements or licenses. 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.

Within ten (10) work calendar days of hire, the Board shall inform the Association of the name and position of each newly hired potential bargaining unit member.

Bargaining unit members are responsible for providing documents for personnel files including: updated transcripts, endorsements and licenses.

The President and Secretary of the Association will be included on the distribution 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 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. 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.

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.

In the event of the need to payroll withhold a daily rate of pay, the cost of insurance benefits will not be included in the first three (3) of such days of any fiscal year.

- 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. The reimbursed transportation expense does not constitute or represent a lease agreement for automobiles owned by the bargaining unit member.

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.

An allotment of \$300 per year (for lodging, parking fees, registration and meals) is guaranteed for each bargaining unit member. The cost of mileage and substitute wages shall not be charged against the allotment.

Bargaining unit members may request additional funds to attend a conference or workshop that exceeds the \$300 guaranteed allotment.

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

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

Teachers will have 15 hours of structured parent contact time.

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 nonchargeable.
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, who are within their first eight (8) years of certification, 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.

G. 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 \$40.00 per clock hour.
- b. Teachers may occasionally be expected to attend assemblies, speakers or monitor testing during their prep hour, without receiving additional compensation. Teachers who are requested to give up their prep hour in excess of four times in a year to attend assemblies, speakers or monitor testing during their prep hour will be compensated at a rate of \$25.00 per hour.
- c. 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.
- d. Bargaining unit members will not be required to substitute unless no other option exists to cover the period(s) in question.

2. Summer work and work outside the regular school day

- a. 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 \$25.00 per clock hour. This compensation shall not be paid for duties included in or associated with a Schedule B position.
- b. The building principal may require a teacher to attend professional meetings, conferences or workshops that align with the district's school improvement plan. If the time is outside of the regular work schedule, the teacher will be paid the \$25.00 per clock hour for the contact time of the event. This does not include staff meetings, faculty council or other Schedule B responsibilities, Superintendent called meetings, parent teacher conferences or open houses.
- c. If it is necessary to schedule time for curriculum work outside of the regular school day, the teacher will be paid the current \$25.00 per clock hour. Teachers may request, and administration may approve, curriculum work time during the school day if necessary.

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

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 unless other arrangements are made by mutual consent of the Association and the Board.

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

H. Credit for Outside Teaching Experience

Credit may 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. This shall not be grievable.

I. Bargaining unit members who have served at least ten (10) 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 April 1 of the school year preceding the effective date of retirement. If teaching assignment is changed between April 1 and May 1, the teacher retains the rights to the retirement payoff if the letter is submitted by May 1.

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 April 1 of the school year in which they retire.

All retirement/sick leave payouts must be finalized within 60 days of retirement or the payoff is forfeited.

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.

J. Teachers shall receive longevity benefits in accordance with the following schedule for the 2019-2020 and 2020-2021 school years:

- | | | |
|----|--|----------------|
| a. | Beginning with the 14th year of service through the 19 th year of service | 3.0% BA step 1 |
| b. | Beginning with the 20 th year | 4.0% BA step 1 |

of service through the 24th year of service

- c. Beginning with the 25th year 5.0% BA step 1

For the 2021-2022 School year longevity benefits will be paid in accordance with the following schedule:

- a. Beginning with the 14th year of service through the 19th year of service 3.5% BA step 1
- b. Beginning with the 20th year of service through the 24th year of service 4.5% BA step 1
- c. Beginning with the 25th year of service and for each year thereafter 5.5% 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. 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.

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. Teachers' day will be 7:45 AM until 3:05 PM
 2. Student day will be 8:00 AM until 3:00 PM
 3. On half-days, students will be dismissed at 11:00 AM

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 1 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 fifteen (15) 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. If a meeting is cancelled due to an inclement weather day, a second meeting will be scheduled on a different day. Coaches and other people in Schedule B positions are expected to attend staff meetings unless there is a scheduled game or performance that requires them to miss the 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. At any time that an item appears to be damaged or lost, the teacher shall report said damage or loss at once, but shall not be responsible for such damage or loss, except in the case of negligence on the part of the teacher.
- G. Teachers shall be required to keep all lesson plans up to date. They shall be required to make available a lesson plan for substitute use by 8:00 a.m. on the date of absence.

ARTICLE 6 TEACHING CONDITIONS

- A. Wherever feasible under the circumstances (availability of facilities and financial resources) the negotiated maximum guidelines for the number of pupils per teacher shall be as follows:
 - 1. Kindergarten 25 pupils

- 2. Transitional Kindergarten 23 pupils
- 3. Elementary School Grades
Grades 1 - 5 27 pupils
- 4. Special Education Classes: Class size to follow State guidelines.
- 5. Secondary (6-12) School Classes:
 - English, Social Studies, Science, Math, Language, Business, Computers 30 pupils
 - Chemistry, Industrial Arts, Life Skills 24 pupils
 - Art 25 pupils
 - Physical Education 40 pupils
 - Band/Choir, MS Drama? No Caps

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.

1. 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
<u>science max</u>	<u>= 30 and 4th class has 43</u>	<u>= count of +13</u>
	count for overload payment	= 6 per day

C. 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. Teachers notify building principal. Building principal will compile data and send it to Central Office.

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. No charge will be made for local calls. Personal long distance phone calls are not to be made from school phones.
- F. Each teacher shall be provided with \$120 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. When a six hour day format is in place, 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.

When a seven hour day format is in place, a normal weekly teaching load in the secondary school (6/12) will be thirty (30) teaching periods 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 sixty (60)minutes will be compensated for any minutes under sixty (60). High school teachers will be compensated for any minutes under seventy-three (73) and middle school teachers will be compensated for any minutes under fifty-three (53).

- 2. Each elementary teacher (K-5) will be provided a minimum of 200 minutes each week, 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.
- 3. To address the discrepancy and inequality in prep minutes between elementary, middle school, Odyssey and the high school, teachers at the elementary, middle school, and Odyssey will each receive 1 work day per trimester to use for school business work. Any shared teacher will also receive 1 work day per trimester to use for school business work. Work will be completed on school grounds.
- 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 student teacher shall be used as a substitute without prior consultation with the supervising teacher.
- C. 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.
- D. In order to meet the special education mandates, appropriate documentation will be completed by special education providers. Each special education provider, including 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.
- E. 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 will be assigned by the building administrator and will be compensated on the following schedule:

Year One-\$500
 Year Two-\$300
 Year Three-\$200

This payment will be made in a lump sum and be included in the last pay in May.

- G. 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.

ARTICLE 8 BUILDING REPRESENTATIVES

The principals shall, each year, select individuals to serve as building representatives. Each grade level K-5 shall have a representative. There shall be 10 positions at the high school, 9 positions at the middle school, 11 positions at Shepherd elementary 1 at Winn and 1 at Odyssey. (30 total). The building representative's duties may include any or all of the following:

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 - LEAVES OF ABSENCE

A. Leaves of Absence with Pay

Paid leave time will be credited at the beginning of each work year in anticipation of the teacher completing the entire work year. Any teacher who leaves the district prior to the end of the school year will have paid leave time prorated.

1. Sick Leave Allotment - All bargaining unit members absent from duty on account of personal illness/disability, or any other approved reason, shall be allowed to use available sick leave time. Each bargaining unit member shall be entitled nine (9) days per year and to accumulate the unused portion of each year's sick leave for use, 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/disability, 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. "Immediate Family" shall be consistent with Paid Medical Leave Act definitions.
 - 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, for periods beyond which benefits must be continued for an approved leave under the Family Medical and Leave Act (FMLA), 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/disability 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 shall be charged against the bargaining unit member's entitlement to leave under the Family and Medical Leave Act as permitted by the Act.
 - i. For bargaining unit members who complete the entire school year and use four (4) or less sick days and personal days (combined) per school year (all reasons except school-related business) shall receive \$300.00.
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 three (3) days to be used for the bargaining unit member's personal leave allotment. First and second year bargaining unit members shall be credited with two (2) days 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 leave days may be used for any purpose at the discretion of the bargaining unit member. A bargaining unit member planning to use a personal leave day(s) shall notify his/her principal at least one day in advance, except in cases of emergency. Personal leave 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 leave days.
3. Non-chargeable Days Defined
- a. Illness/disability 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, the day shall be 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 consistent with Paid Medical Leave Act definitions. 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 nonattendance 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 one year. 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.
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. 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. Paid leave as provided under this agreement shall be concurrent with the Family Medical Leave Act.

ARTICLE 10 - 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 \$50.00 per day. This payment shall be at the rate of \$60.00 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.
- D. All retirement/sick leave payments must be finalized within 60 days of retirement or the payoff is forfeited.

ARTICLE 11 - 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 for a 12 month period for teachers who complete the contract year. If the bargaining unit member does not complete the year, the Board's contribution toward insurance benefits will terminate on the last day of work unless a continuation of benefits is required under the Family Medical Leave Act (FMLA).

Plan A:

Option 1

BCBSM Simply Blue HSA \$1,350/0% PPO*:

\$1,350 single/\$2,700 two-person or full family annual in-network deductible. Annual deductible subject to change per IRS regulations.

0% Coinsurance

\$2,250 single/\$4,500 two-person or full family total annual out-of-pocket maximum

Office Visit – Covered 100% after in-network deductible

Urgent Care – Covered 100% after in-network deductible

Chiropractic Visits – Covered 100% after in-network deductible (12 visits)

Emergency Room – Covered 100% after in-network deductible

Rx Coverage:

\$5 Copay for generic prescriptions – after deductible

\$25 Copay for preferred brand name prescriptions – after deductible

\$50 Copay for non-preferred brand name prescriptions – after deductible

90 day retail or mail order scripts – 2 times the copay for eligible prescriptions – after deductible

*This is a High Deductible Health Plan (HDHP) and meets the IRS requirements for a Health Savings Account. Deductibles are based on amounts defined annually by the federal government for Simply Blue HSA-related health plans. Deductibles may increase each calendar year based on IRS requirements. Members of Shepherd Public Schools that elect the Simply Blue HDHP can enroll in a Health Savings Account (HSA) and contribute funds on a pre-tax basis. The District will offer an HSA option through HealthEquity.

Option 2

BCBSM Community Blue PPO 3:

\$250 single/\$500 two-person or full family annual in-network deductible

20% Coinsurance

\$1,000 single/\$2,000 two-person or full family annual in-network coinsurance maximum

\$6,350 single/\$12,700 two-person or full family total annual out-of-pocket maximum

\$40 Office Visit Copay

\$40 Urgent Care Copay

\$40 Chiropractic Visit Copay (24 visits)

\$150 Emergency Room Copay

Rx Coverage:

\$15 Copay for generic prescriptions

\$50 Copay for preferred brand name prescriptions

50% Copay for non-preferred brand name prescriptions (Min \$70/Max \$100)

90 day retail or mail order scripts – 2 times the copay for eligible prescriptions

The Board's maximum monthly contribution toward the medical/RX plans is as follows:

Full family	\$1,246.19
Two party	\$ 996.96
Single	\$ 415.40

Effective September 1, 2019, 2020, 2021, the amounts contributed toward the Option 1 hospitalization plan will be increased to the new illustrative rates not to exceed the cap rates found in Section 3 of the Publicly Funded Health Insurance Contribution Act for each subscriber category. The maximum contribution for Option 2 will be the amounts paid by the district for the Option 1 plan.

Spouses will not be eligible for enrollment in the above hospital/medical plan if the spouse is eligible to enroll in a plan through the spouse's employer or is eligible to enroll in the spouse's retirement hospital/medical plan.

Teachers will be required to sign an affidavit acknowledging their responsibilities in relationship to spousal restriction which will include the obligation to repay premiums, claims or other costs that should not have been paid on behalf of the teacher's spouse.

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

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. Effective at the end of each month the above monthly amount will be adjusted based upon the enrollment in Plan B as follows:

1-12	teachers enrolled-----	\$200.00
13-15	teachers enrolled-----	\$275.00
16 +	teachers enrolled-----	\$350.00

- 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.

ARTICLE 12 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.
 - 1. When a bargaining unit member reports an act of violence or assault resulting in injury or property damage to their respective building administrator a meeting with the school superintendent, special education director, building principal, classroom teacher, case manager, all ancillary staff (if assigned), all paraprofessional staff (if assigned) and all other relevant staff as well as Union representation will be called within five (5) school days, to develop a strategy and plan to secure the safety of the employees, staff and students.
- 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.
- 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 that may lead to disciplinary action of a bargaining unit member shall be called to the bargaining unit member's attention within 3 school days of the complaint.
- E. Bargaining unit members shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- 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 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. 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 13 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. Prohibited subjects of bargaining are not subject to the grievance procedure.

"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 following the date on which the bargaining unit member became aware of the known 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 of the Step 1 meeting 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) of the Step 2 days of the written grievance.

3. STEP 3

If the Association is not satisfied with the disposition of the grievance at Step 2 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 Step 2 answer or within thirty (30) days of the date the Step 2 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 demand to arbitrate must be filed with the American Arbitration Association within twenty (20) days of the original notification that arbitration will be pursued.

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. The arbitrator shall have no authority to rule on any matter which involves state or federal law or regulation.

ARTICLE 14 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.
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. 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 15 MISCELLANEOUS PROVISIONS

- A. Bargaining unit members shall be informed of a telephone number or a website they may contact to report an absence. If a substitute teacher is not available, it shall be the responsibility of the Administration to arrange for coverage.
- 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 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.
- G. The parties agree that this agreement incorporate their full and complete understanding and any prior oral or written agreements or practices not incorporated herein during the negotiations of the successor

agreement are superseded by the terms of this agreement. The parties further agree that no such oral or written understanding or practices arising during the term of the successor agreement will be recognized in the future unless committed to writing and signed by the parties as amendments or additions to this agreement.

ARTICLE 16 – DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from the later of July 1, 2019 or ratification by the parties until it terminates on June 30, 2022.

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. During the summer, any day in which central administration offices are open.
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 school, departments will be based on areas of instruction, including special education.
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. Bargaining unit member: Any persons covered by the provisions of this Agreement.
11. 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
2019-2020

Step	BA	BA+20	BA+30	MA	BA+50	MA+20
0	34,598	35,463	36,414	36,414	37,453	37,453
0.5	35,048	35,934	36,910	36,910	37,963	37,963
1	35,959	36,885	37,916	37,916	38,998	38,998
1.5	36,427	37,374	38,433	38,433	39,529	39,529
2	37,374	38,364	39,480	39,480	40,605	40,605
2.5	37,860	38,872	40,018	40,018	41,160	41,160
3	38,844	39,902	41,109	41,109	42,280	42,280
3.5	39,349	40,431	41,668	41,668	42,857	42,857
4	40,373	41,502	42,803	42,803	44,025	44,025
4.5	40,897	42,052	43,387	43,387	44,625	44,625
5	41,961	43,165	44,570	44,570	45,841	45,841
5.5	42,506	43,739	45,177	45,177	46,465	46,465
6	43,611	44,897	46,407	46,407	47,732	47,732
6.5	44,178	45,492	47,040	47,040	48,383	48,383
7	45,327	46,697	48,321	48,321	49,701	49,701
7.5	45,916	47,316	48,979	48,979	50,379	50,379
8	47,110	48,569	50,314	50,314	51,751	51,751
8.5	47,723	49,213	50,999	50,999	52,457	52,457
9	48,963	50,517	52,390	52,390	53,886	53,886
9.5	49,599	51,187	53,103	53,103	54,620	54,620
10	50,889	52,542	54,551	54,551	56,109	56,109
10.5	51,551	53,239	55,294	55,294	56,873	56,873
11	52,891	54,649	56,800	56,800	58,423	58,423
11.5	53,580	55,374	57,574	57,574	59,219	59,219
12	54,973	56,842	59,143	59,143	60,834	60,834
12.5	54,973	57,593	59,948	59,948	61,663	61,663
13	54,973	57,593	61,583	61,583	63,343	63,343

SHEPHERD PUBLIC SCHOOLS
Salary Schedule A
2020-2021

Step	BA	BA+20	BA+30	MA	BA+50	MA+20
0	35,468	36,355	37,330	37,330	38,395	38,395
0.5	35,929	36,838	37,838	37,838	38,918	38,918
1	36,863	37,813	38,870	38,870	39,979	39,979
1.5	37,343	38,314	39,400	39,400	40,523	40,523
2	38,314	39,329	40,473	40,473	41,626	41,626
2.5	38,812	39,850	41,024	41,024	42,195	42,195
3	39,821	40,906	42,143	42,143	43,343	43,343
3.5	40,339	41,448	42,716	42,716	43,935	43,935
4	41,388	42,546	43,879	43,879	45,132	45,132
4.5	41,926	43,110	44,478	44,478	45,747	45,747
5	43,016	44,251	45,691	45,691	46,994	46,994
5.5	43,575	44,839	46,313	46,313	47,634	47,634
6	44,708	46,026	47,574	47,574	48,932	48,932
6.5	45,289	46,636	48,223	48,223	49,600	49,600
7	46,467	47,871	49,536	49,536	50,951	50,951
7.5	47,071	48,506	50,211	50,211	51,646	51,646
8	48,295	49,791	51,579	51,579	53,053	53,053
8.5	48,923	50,451	52,282	52,282	53,776	53,776
9	50,181	51,788	53,708	53,708	55,241	55,241
9.5	50,846	52,474	54,439	54,439	55,994	55,994
10	52,169	53,863	55,923	55,923	57,520	57,520
10.5	52,848	54,578	56,685	56,685	58,303	58,303
11	54,221	56,023	58,229	58,229	59,892	59,892
11.5	54,928	56,767	59,022	59,022	60,708	60,708
12	56,356	58,272	60,630	60,630	62,364	62,364
12.5	56,356	59,041	61,456	61,456	63,214	63,214
13	56,356	59,041	63,132	63,132	64,936	64,936

SHEPHERD PUBLIC SCHOOLS
Salary Schedule A
2021-2022

Step	BA	BA+20	BA+30	MA	BA+50	MA+20
0	36,000	36,900	37,890	37,890	38,971	38,971
0.5	36,468	37,391	38,406	38,406	39,502	39,502
1	37,416	38,380	39,453	39,453	40,579	40,579
1.5	37,903	38,889	39,991	39,991	41,131	41,131
2	38,889	39,919	41,080	41,080	42,250	42,250
2.5	39,394	40,448	41,639	41,639	42,828	42,828
3	40,418	41,520	42,775	42,775	43,993	43,993
3.5	40,944	42,070	43,357	43,357	44,594	44,594
4	42,009	43,184	44,537	44,537	45,809	45,809
4.5	42,555	43,757	45,145	45,145	46,433	46,433
5	43,661	44,915	46,376	46,376	47,699	47,699
5.5	44,229	45,512	47,008	47,008	48,349	48,349
6	45,379	46,716	48,288	48,288	49,666	49,666
6.5	45,968	47,336	48,946	48,946	50,344	50,344
7	47,164	48,589	50,279	50,279	51,715	51,715
7.5	47,777	49,234	50,964	50,964	52,421	52,421
8	49,019	50,538	52,353	52,353	53,849	53,849
8.5	49,657	51,208	53,066	53,066	54,583	54,583
9	50,934	52,565	54,514	54,514	56,070	56,070
9.5	51,609	53,261	55,256	55,256	56,834	56,834
10	52,952	54,671	56,762	56,762	58,383	58,383
10.5	53,641	55,397	57,535	57,535	59,178	59,178
11	55,034	56,863	59,102	59,102	60,790	60,790
11.5	55,752	57,619	59,907	59,907	61,619	61,619
12	57,201	59,146	61,539	61,539	63,299	63,299
12.5	57,201	59,927	62,378	62,378	64,162	64,162
13	57,201	59,927	64,079	64,079	65,910	65,910

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 in an education-related field
 - 2. Hours taken in any class which may be applied as part of a graduate degree in an education 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.

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	
Boys Head Varsity	8 %
Boys Asst. or J.V.	4
Girls Head Varsity	8 %
Girls Asst. or J.V.	4
SOCCER	
Boys Head Varsity	9%
Girls Head Varsity	9%
CHEERLEADING	
Competitive	8
Sideline	6
Odyssey Athletic Events/ Extended Day Coordinator	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

<u>Academics</u>	<u>% of BA Step One</u>
H.S. Senior Class Sponsor	6 %
H.S. Junior Class Sponsor	6
H.S. Sophomore Class Sponsor	4
H.S. Freshman Class Sponsor	4
HS Drama Tech Designer	2 (per production) 4 (total per year)
HS Drama Producer	2 (per production) 4 (total per year)
HS Drama Stage Director	2 (per production) 4 (total per year)
H.S. Student Council	6
Middle School Student Council	4
Department Chairperson/Representative	4 (per person)
H.S.	9 positions
Odyssey	1 position
M.S.	9 positions
Shepherd Elementary	10 positions
Winn Elementary	1 position
H.S. Pep Club	2 %
Foreign Language Club	2
LINKS German Exchange Coordinator	2
Fundraising coordinator	.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
MS Drama Tech Designer	2 (per production) 4 (total per year)
MS Drama Producer	2 (per production) 4 (total per year)
MS Drama Stage Director	2 (per production) 4 (total per year)
Conference Activities	\$3,500 Total for all activities Distribution to be agreed upon by Administration and participating teachers.

Positions with Required Extra Duties

MS Counselor	7
HS Counselor	14
Power School Administrator	8
Dual Enrollment/Early College Duties	5
BAND	13 %
6th Grade Band Orientation	\$500
HS Choir	4
MS Choir	4
H.S. Yearbook	3
Middle School Yearbook	1.5
Elementary Production Manager	2
Elementary Choir Director	2

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.

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

2019-2020 Calendar

August 19-22	Professional Development- No Students
August 26	Students First Day- Full Day
August 30	No School
September 2	No School- Labor Day
October 17	½ day Students. Parent-Teacher Conferences 12-3, 4-7
October 18	No School: Parent-Teacher Conferences 8-11 am.
November 1	½ Day Students. ½ Day Professional Development
November 14	End of Trimester 1
November 15	No School- Deer Day
November 18	Trimester 2 Begins
November 27-29	No School- Thanksgiving
December 23-January 3	No School- Holiday Break
January 30	Full Day Students: Parent-Teacher Conferences HS And MS: 4-7 pm
March 5	½ Day Students. Parent-Teacher Conferences ELE 12-3 And 4-7 pm.
March 6	½ Day Students. End of Trimester 2
March 9	Trimester 3 begins
March 30-April 3	No School- Spring Break
April 10	No School Unless Days Need To Be Made Up. ½ Day If Makeup Days Are Needed
April 23	½ Day Students. ½ Day Professional Development
April 24	No School
April 27	No School Unless Days Need To Be Made Up. ½ Day If Makeup Days Are Needed
May 25	No School
June 9	Last Day of School

Half-Days: All buildings will be dismissed at 11:00 am

Student Days: 181

Teacher Days: 186

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 180 student days and 186 teacher days. How that is accomplished beyond 180 student days and 186 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.