

Master Agreement
between
SHEPHERD EDUCATION ASSOCIATION
and
SHEPHERD BOARD OF EDUCATION

July 1, 2026 - June 30, 2029

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INTRODUCTION

A. This Agreement is entered into this 1st day of July 2026 by and between the Board of Education of the Shepherd Public Schools of Shepherd, Michigan, hereinafter called the "Board" and the Shepherd Education Association affiliated MEA/NEA, hereinafter called the "Association."

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All individual teacher contracts shall be subject to the terms of this Agreement.

C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found 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 until such time as negotiated by the parties.

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.

BELIEF STATEMENTS

WHEREAS the Board and the Association recognize that the joint objective is to provide a quality education to the children of the District, and that the quality of education provided depends upon the dedication, preparation, and morale of the teaching staff and upon the effectiveness and efficiency of the administration.

WHEREAS the Board, the Administration, and the Association agree that this is an equitable contract and, therefore, agree to work cooperatively and jointly to provide the students of our school with a quality education program.

WHEREAS the parties have a mutual obligation, pursuant to Michigan Public Employment Relations Act, as amended, 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. Bargaining unit description: The Board recognizes the Association as the exclusive bargaining agent as defined in the Michigan Public Employment Relations Act (MCLA 423.201 et seq.) for a bargaining unit of those employees of the Board of Education employed as teachers including counselors and social workers but excluding: all substitutes, the superintendent, assistant superintendents, all director positions, health nurse, SAMHSA-provided employees, assistant principals, principals, supervisors of professional personnel or programs, third party contracted staff, and directors of federal programs and special services. The term “teacher” when used hereafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit.

B. Negotiation with Association: The terms "Board" and "Association" shall include authorized officers, representatives and agents. The Board agrees not to negotiate with any individuals or organizations other than the Association for the duration of this Agreement.

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 requests 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 administration. The Association must reimburse the district the full cost of substitutes if they exceed the agreed upon 21 days. However, the Association must reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

a. 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.

C. Access To Information: 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 employee.

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

D. Negotiations: It is contemplated that matters not specifically covered by this Agreement but of the common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual written agreement. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

a. At least sixty (60) days prior to the expiration of this Agreement, the parties shall likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the District.
b. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district.
c. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
d. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the machinery of the Michigan Employment Relations Commission including mediation and fact finding, or take any other lawful measures it may deem appropriate.
e. No reprisals of any kind shall be taken by either party or by any member or the administration against any Association representative or Association member involved in Master Agreement negotiations procedures.

ARTICLE 3 ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

A. Reservation of Administrative Rights: 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, administration retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in administration by law, including:

a. The authority to approve the organization's structure, functions, staffing levels, financial accounting procedures and appropriations and to oversee, direct, and control the management and administration of the school system, its properties, locations, and facilities.
b. The right and responsibility to establish grade levels and courses of instruction.

c. The selection of textbooks and teaching materials, and various teaching aids.
d. The right to determine master class schedules, the instructional requirements, and assignments of teachers with respect thereto.
e. The right to direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer, layoff, and determine the size of the workforce.
f. The right to determine the qualifications of employees, including job descriptions and the essential job functions of employees.
g. The right to approve reasonable provisions for health, safety, and first aid of employees during hours of employment, in accordance with laws, statutes, and policies and following recommendations and guidelines of the Michigan State Health Department.
h. The right to oversee all matters pertaining to district public relations.

B. Exercise of Administrative Rights: 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 AND PROFESSIONAL DEVELOPMENT

A. Salary Schedule and Pay Distribution: The salaries of bargaining unit members are set forth in Schedule A.
   a. Each bargaining unit member's contract salary shall be divided by 21 or 26, as specified by the bargaining unit member prior to the first day of work.
   b. 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.

B. Payroll Deductions: The Board shall make payroll deductions, upon written authorization, from bargaining unit members.
   a. Authorized deductions may be made for annuities, credit union, local financial institutions, insurance and other programs that have been approved by the Board.
   b. Normally, deductions 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.

C. Salary Differentials (Schedule B): Salary differentials for extra responsibilities are included in Schedule B of the Agreement.
   a. The Board reserves the right to leave vacant or to vacate any position paying salary differential. The Board may also add positions to Schedule B and establish compensation for such positions. Vacant Schedule B athletic positions shall be posted in accordance with Article 14.
   b. If the Board creates 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 established for such positions.
   c. The Association shall have the right to bargain the compensation rate for any newly created Schedule B position.
   d. Stipends for extra responsibilities shall be paid in a lump sum payment to be issued in the pay period following the conclusion of the activity responsibility.

D. Daily Rate of Pay: The daily rate of pay shall be determined by dividing the bargaining unit member's contractual salary by the number of contractual days in the school calendar.
   a. The daily rate of pay for part-time bargaining unit members shall be determined by a proration formula.
   b. For example, a teacher assigned two (2) out of five (5) classes shall receive a forty percent (40%) salary proration.

E. Payroll Withholding: 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 during any fiscal year. *For disciplinary deduct time see Article 14.

F. Travel Reimbursement: Reimbursement of bargaining unit members for authorized travel shall be at the prevailing IRS business standard mileage rate.
   a. The reimbursed transportation expense does not constitute or represent a lease agreement for automobiles owned by the bargaining unit member.

G. Unemployment Compensation Coordination: 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.

H. Professional Meetings; Conferences; Workshops and Tuition Reimbursement
   a. 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.
   b. An allotment of $400 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.
   c. Bargaining unit members may request additional funds to attend a conference or workshop that exceeds the $400 guaranteed allotment.
   d. Furthermore, with prior approval, bargaining unit members can "save" their $400 allotment for up to 3 years in order to put this money toward a more expensive conference or workshop.
   e. All requests must be submitted to the principal and approved at least ten (10) school days prior to the meeting, conference, workshop, or visitation.
   f. 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.
   g. 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.
   h. The request form for days under Sections 1 and 2 shall specifically designate administrative approval if the days are nonchargeable.
   i. 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.
   j. The principal may grant additional days.
   k. Whenever transportation is provided by school vehicles, the cost for gas is to be borne by the Board.
   l. 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.

m. Bargaining unit members, who are within their first eight (8) years of certification, may use all or portions of the above referenced $400 to pay for tuition for pre approved 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.
n. Classes must be outside of teacher work time.
o. Mileage will not be paid in such instances.

I. Extra Responsibilities

a. Compensation For Loss of Planning Time (Not Teaching Additional Courses)
   i. In order to facilitate the lack of regular substitutes for covering a class assignment when the assigned staff member is available, a teacher with planning time during that time period may substitute for the staff member. This might also include coverage for a teacher who has to attend an IEP or another parent meeting. The District will develop a process, in consultation with the SEA, and share it with staff, regarding the referred sequence of who is pulled to cover a classroom when there is no substitute teacher available.
   ii. 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.
   iii. Teachers may occasionally be expected to attend administrator scheduled meetings, assemblies, speakers or monitor testing during their prep hour. Teachers who are requested to give up their prep hour more than four times a trimester to attend administrator scheduled meetings, assemblies, speakers or monitor testing during their prep hour will be compensated at a rate of .06% of the base zero pay on the current salary scale per hour.
   iv. 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.
   v. Bargaining unit members will not be required to substitute unless no other option exists to cover the period(s) in question.
   vi. No student teacher shall be used as a substitute without prior consultation with the supervising teacher.
   vii. Recess - The twenty (20) minute recess time will be covered by the regular TK-5 core classroom teachers. This will be done on a rotating basis worked out by teachers and administrators. TK-5 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 second pay in May.

b. Summer Work And Work Outside The Regular School Day
   i. 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 .06% of the base zero pay on the current salary scale per hour.
   This compensation shall not be paid for duties included in or associated with a Schedule B position. Bargaining unit members will use the existing "Summer Curriculum Work Procedures and Work Request" paperwork to document the process. This work must be done on school grounds.
   ii. 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 .06% of the base zero pay on the current salary scale per clock hour for the contact time of the event. This does not include staff meetings, BLT, other Schedule B

responsibilities, Superintendent called meetings, parent teacher conferences or open houses.

iii. If it is necessary to schedule time for curriculum work outside of the regular school day, the teacher will be paid .06% of the base zero pay on the current salary scale per clock hour. Bargaining unit members may request to work on pre approved curriculum work that goes above and beyond the normal day-to-day teaching responsibilities, outside of school hours, during the summer or during other vacation periods. Upon approval of administration, bargaining unit members shall be compensated at the .06% of the base zero pay on the current salary scale per clock hour rate. This compensation shall not be paid for duties included in or associated with a Schedule B position. Bargaining unit members will use the existing "Summer Curriculum Work Procedures and Work Request" paperwork to document the processes. This work must be done on school grounds. The District will provide a "summer calendar" for custodial work and office hours.Teachers may request, and administration may approve, curriculum work time during the school day if necessary.

iv. Middle school and high school counselors will be paid $30/hour for summer work.

c. Teaching An Additional Class In Lieu Of Conference Or Planning Time - see Article 7

J. Credit For Prior Experience

a. All degreed, certified bargaining unit members newly employed may be granted credit for up to six (6) years of outside teaching or directly related career experience in any school district or relevant professional field. At the discretion of the Board, additional years of experience beyond six (6) may be granted. Credit will also be given for all years of prior teaching experience in the Shepherd Public Schools as a regular classroom teacher if a teacher is rehired.

i. "Directly related career experience" shall be defined as professional experience in a field that is directly applicable to the subject area or grade level being taught and enhances the instructional program.

K. Retirement Severance Payment: Bargaining unit members who have served more than 10 years in Shepherd Public Schools and who retire from Shepherd Public Schools under the provisions of the Michigan Public School Employees Retirement System 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 according to the chart below.

Years of Service at SPS	Letter of Intent Received by March 1	Letter of Intent Received by February 1
10-19	$3500	$4000
20 +	$4500	$5000

a. If the District implements a significant change to the bargaining unit member's placement or daily schedule after March 1, the bargaining unit member remains eligible for the one-time retirement severance at the "Letter of Intent Received by March 1" level.

b. 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.

L. Part Time Teachers: The salary and insurance benefit contributions of part-time teachers will be based upon the percentage of time the teacher is scheduled under Article 5(B) when compared to full-time teachers. The parties have determined 390 minutes including preparation time and excluding the lunch period, per day, to be the time worked by full-time teachers in making the calculation for part-time teachers.

a. Unless directed to the contrary by the principal, part-time teachers will be expected to attend all required staff meetings, professional development days identified in the calendar, parent teacher conferences and other professional obligations required of full-time teachers (i.e., IEPC meetings).

M. Special Education: 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.

N. Mentor Teachers: A mentor teacher shall be defined as a tenured teacher who has received three consecutive years of effective ratings and worked in the district for three years.

a. Mentor teachers will be assigned by the building administrator and will be compensated on the following schedule:

Year One	$600
Year Two	$400
Year Three	$300

b. This payment will be made in a lump sum and be included with Schedule B payments.

c. Mentee and mentor teachers may receive up to the following number of days per year to collaborate, observe, and confer:

Year One	4 (four) Days
Year Two	2 (two) Days

d. Interim Teacher Mentoring: Teachers hired with an interim teaching certificate will receive 3 (three) additional years of mentoring. Mentor teachers will be assigned by the building administrator and will be compensated on the following schedule:

Year One	$600
Year Two	$400
Year Three	$300
Years Four-Five *Until standard certificate is achieved.	$300
Upon the standard certificate- three (3) additional years	$300

e. This payment will be made in a lump sum and be included with Schedule B payments.

f. Interim teacher mentee and mentor teachers may receive up to the following number of days per year to collaborate, observe, and confer:

Year One	4 (four) Days
Year Two	2 (two) Days
Year Three	2 (two) Days
Year Four(4) - five (5)	2 (two) Days
Upon the standard certificate- three (3) additional years	2 (two) Days

O. Annual Bonus For Attendance: For bargaining 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.

ARTICLE 5 TEACHER RESPONSIBILITY

A. Working Hours: 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. Normal Daily Hours: The normal daily hours shall be as follows:

Teacher Hours:

- When students are in the building for a full day, teachers will be on duty at 7:40 AM until 3:00 PM.
- When students are in the building for a half day, teachers will be on duty at 7:40 AM until 11:00 AM.
- When students are in the building for a half day but teachers are working a full day, teachers will be on duty at 7:40 AM until 3:00 PM.
- When there are no students in the building but teachers are working a full day, teachers will be on duty at 8:00 AM until 3:00 PM with the understanding that a 60 minute lunch break will be given except in the rare case when working with outside groups where a 30 minute lunch may be necessary.
- On three hour delayed student days, teachers will be on duty at 10:40 AM until 3:00 PM.

C. Staff Meetings: Bargaining unit members shall not be required to attend more than two (2) staff meetings per month.

a. One (1) shall be a staff meeting, and one (1) shall be a grade level or department meeting.
b. By the first teacher workday of the school year, bargaining unit members shall be notified of the scheduled meeting dates.
c. In months when a scheduled meeting falls on or before a holiday or on a scheduled parent-teacher conference day, an alternate meeting may be scheduled. If an alternate meeting is to be scheduled, bargaining unit members shall be notified on the first teacher workday.

d. If the staff meeting is canceled due to inclement weather or other unforeseen circumstances, it shall replace the grade level or department meeting for that month, and no additional meeting shall be required.
e. Superintendent-Called Meetings: A maximum of three (3) special meetings per year per building (maximum of 1 hour 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.
f. No meetings will be held on Fridays or the day preceding a holiday, except in the event of an emergency, when called by the Superintendent.
g. All bargaining unit members are expected to attend staff and Superintendent meetings. Teachers should make every effort to schedule after-school activities around these meetings.
h. Members who miss a meeting may be expected to attend a makeup meeting.
i. If a meeting is canceled due to inclement weather, a second meeting will be scheduled on a different day.
j. Coaches and other individuals in Schedule B positions are expected to attend staff meetings unless a scheduled game or performance requires their absence.
k. At the administrator's discretion, a makeup faculty meeting will be held the next scheduled school day after the meeting at 7:00 AM.

D. Assemblies: Teachers scheduled in a classroom situation any time an assembly is held will attend that assembly in a supervisory capacity.

E. Lost and Damaged Items: 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.

F. Lesson Plans And Substitute Plans: Teachers shall be required to keep all lesson plans up to date.
a. Teachers shall be required to make available a lesson plan for substitute use by 7:40 -8:00 AM on the date of absence.
b. Sub plans will be made readily available in the teacher's classroom or emailed to the building administrator.
c. Bargaining unit members shall be informed of a telephone number or a website they may contact to report an absence.
d. Bargaining unit members will log absences in WillSub by 6:30 a.m. to report unavailability for work.
e. Absences requested after 6:30 a.m require the teacher to call or text the building administrator in addition to logging the absence on WillSub.
f. If a substitute teacher is not available, it shall be the responsibility of the administration to arrange for coverage.

G. Safety Of Pupils And Property - Bargaining unit members shall be expected to exercise reasonable care with respect to the safety of pupils and property.

H. Administrator-Approved Parent/School Community Events - All teachers are required to attend/participate in administrator-approved parent/school community events. Due to the understanding that there are different needs in different buildings, the events will meet the needs of each building. The term "event" refers to a parent-teacher conference session, high school graduation, or an administrator-approved event.
a. At the beginning of the school year, the principal and athletic director shall develop a list of building events for the year. From this list, teachers shall select the required event(s) they would like to participate in for the year. These events are not part of the extra pay for extra duties.
b. If a teacher does not select the required event(s), such events will be assigned to that teacher. A teacher may not be involuntarily assigned to an event that is expected to exceed their required number of events.

c. Performance of such activities shall not be included in a teacher's evaluation.
d. The events will be made available for sign up within the first 10 days of each trimester.
e. Events may be added as they become available. New or alternative events will be made available as events are cancelled.
f. All teachers who do not complete the administrator-approved parent/school community events as outlined in the table below must take sick or personal time of 3 hours per event. (Documentation may be required if sick time is used.)

Elementary K-5: ● Open House (before school) ● Full day parent teacher conferences (fall) ● Half day parent teacher conferences (fall) ● Half day parent conferences (spring)
Elementary K-5 Specials Teachers: ● Open House (before school) ● Full day parent teacher conferences (fall) ● Curricular Learning Community Showcase (e.g. choir concert, art show, etc.) at Shepherd Elementary ● Curricular Learning Community Showcase (e.g. choir concert, art show, etc.) at Winn Elementary
Secondary 6-12: ● Open House (before school) ● Full day parent teacher conferences (fall) ● One administrator-approved school community event (August-November) ● One administrator-approved school community event (December-May) ● Attendance at HS graduation ○ In the event that you are unable to attend HS graduation, with building principal's approval, you may either: ■ Take three hours of sick or personal time or ■ Work one extra administrator approved school community event (August-May)

g. Additional Requirements:
   i. Teachers cannot select their own child's event or an event they coach or direct as their selected activity.
   ii. Options include:
      1. Athletics: Selling tickets, crowd control, etc.
      2. Fine Arts: Selling tickets, assisting with setup, attending the event, taking pictures, etc.
      3. Grade level orientations
   iii. All participation must be cleared and documented with the building administrator.

ARTICLE 6 TEACHING CONDITIONS

A. School Calendar And Inclement Weather Days: The salary schedules are based upon the regular school calendar and the normal teaching assignment as defined in this Agreement.
   a. The school calendar is set forth and is attached to and incorporated in this Agreement. Such a calendar shall remain in effect during the term of this Agreement.
   b. In the event there were changes in state law that would impact the school calendar, the District and Association would meet to consider changes to both current and future calendars, keeping in mind the need for teachers and families to have time to adjust before calendar changes can be made.
   c. When school is canceled, teachers shall not be required to report for duty.

B. Classroom Supply Money: Each teacher shall be provided with $120 for miscellaneous classroom supplies.

C. Student Data Identified By Instructor: When possible, and practical, there will be no release of comparative instructor-connected student data without a redaction of staff names and identifying criteria.

D. Cameras In Areas Assigned Cs classrooms: As the amount of security cameras in schools has increased, the district agrees that security cameras in teaching spaces will not be used as an evaluation tool.

E. Nursing Mothers: Employees who nurse have the right to a reasonable break time and a private place to pump, other than a bathroom, that is shielded from view and free from intrusion to express breast milk while they work. Teachers who are nursing at work shall work with their administrator (for one year) to establish a schedule that works for the mother as well as a location that meets the criteria described above.

F. Unrequested Transfers: 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.
   a. This provision shall not be applicable to work/room reassignments attributable to new construction or renovation of school facilities.
   b. In that event, the parties shall confer over necessary moving arrangements.

G. Teachers Dispensing Medication: Teachers cannot be forced by administration to dispense medication to students or perform medical procedures, but may be asked to so optionally.
   a. If no teachers are willing to dispense medication or perform medical procedures, whether at school or for special events like a field trip, administration shall make other arrangements.
   b. If teachers do agree to dispense medication or perform medical procedures to students optionally, appropriate training will be provided, in a time frame that will allow them to feel comfortable meeting students' needs.
   c. Teachers cannot be forced to track medical monitoring devices on their personal phone or other personal device without the option of being provided a device by the district.

H. School Improvement Plan (SIP): The Board, Administration, Teachers and Association, in conjunction with P.A.25 of 1990, MSA 15.4627 and the following, agree that district-wide improvement plans and quality educational services are fundamental priorities and shared goals of the parties.
   a. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

ARTICLE 7 TEACHING LOADS AND ASSIGNMENTS

A. Class Size Maximums: Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size should be lowered whenever possible to meet the following standards, except in traditional large or small group instruction and/or experimental classes. Class size maximums are as follows:

Transitional Kindergarten	20
Kindergarten	22
1st	24
2nd	24
3rd	25
4th	26
5th	26
6th and up	30

B. Classes With Limited Number Of Stations: Classes with a limited number of student stations such as art, computers, industrial education, and STEM will not exceed the number of student stations available and/or 36 pupils.

C. Physical Education Classes: PE classes will not exceed 40 students or the number of stations that allow safe participation in class.

D. Team Caught classes: Team taught classes which are led by both general and special education teachers typically include approximately one-third special education students. If a teacher is concerned about the proportion of students with individualized needs in their class, including special education, ELL, or any other subgroup, the teacher may request that the building administrator review class enrollment.

E. Special Education Classes: Class caseloads to follow state guidelines unless there is an RESD waiver.

F. Independent Study Classes: Independent study classes are assigned at teacher discretion and will not count toward overage pay.

G. Compensation For Class Overage: Payment of class overages will be made based on the number of students a teacher has on the class roster/caseload in a given trimester. The payments will be made within the two weeks of the conclusion of the academic period.

a. Overage payments shall be compensated as follows:

K-5 Elementary Teacher	$10.00 per student per day
6-8 Middle School Teacher/K-12 Special Education Teacher	$2.00 per student per hour per day
9-12 High School Teacher	$2.50 per student per day per hour per day

b. Deadlines: Administration/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.

H. Planning Time

a. Elementary

i. Lunch: All TK-5 teachers shall be entitled to a forty (40) minute (thirty-five (35) duty-free) and uninterrupted lunch period that cannot be counted as planning time.

ii. Planning Time: Each elementary teacher (TK-5) will be provided a minimum of 200 minutes each week within the school day scheduled for planning time. 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.

iii. Discrepancy Of Planning Time: To address the discrepancy in planning time among the different buildings,
teachers at the elementary will each receive one (1) work day per trimester to use for school business. Any shared teacher will also receive one (1) work day per trimester to use for school business. Work will be completed on school grounds.

b. Middle School

i. Lunch: All 6-12 teachers shall be entitled to a thirty (30) minute duty-free uninterrupted lunch period.

ii. Planning Time: When a six period 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. 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.

iii. Discrepancy Of Planning Time: To address the discrepancy in planning time among the different buildings,
teachers at the middle school will each receive one (1) work day per trimester to use for school business. Any shared teacher will also receive one (1) work day per trimester to use for school business. Work will be completed on school grounds.

c. High School

i. Lunch: All 6-12 teachers shall be entitled to a thirty (30) minute duty-free uninterrupted lunch period.

ii. Planning Time: When a five period format is in place, the normal weekly teaching in the secondary school (6-12) load will be twenty (20) teaching periods and five (5) conference or planning periods. 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.

d. Odyssey

i. Lunch: All 6-12 teachers shall be entitled to a thirty (30) minute duty-free uninterrupted lunch period.

ii. Planning Time: When a five period format is in place, the normal weekly teaching load in the secondary school (6-12) will be twenty (20) teaching periods and five (5) conference or planning periods.

iii. Teaching periods will occur Monday, Tuesday, Wednesday and Thursday. The conference or planning periods will occur on Fridays, with sixty (60) minutes being given for each class in a teacher's schedule.

iv. Teachers will have five hours for planning or prep time on each Friday, with one and a half (1.5) hours reserved for professional development, data analysis, school improvement projects and/or working with students who come in for extra assistance. 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.

I. Teaching An Additional Class In Lieu Of Planning Time: Any teacher who is assigned and voluntarily accepts an additional class on their planning time will be paid extra compensation unless other arrangements are made by mutual consent of the Association and the Board. This does not include independent study. Extra responsibilities shall be filled by mutual agreement between the Administrator and the Association.

a. The following table will be used to determine compensation for bargaining unit members teaching during their conference or planning periods. This percentage is based on the individual teacher's salary and will be compensated/paid per trimester. For the sake of calculating total daily duty-free (lunch) and conference or planning period minutes, the teacher's 30 minute duty-free lunch will be added to any minutes of conference or planning time that is built into their typical daily 8:00 am - 3:00 pm class schedule. *The qualification to earn compensation here would be that a teacher is teaching an additional course. Passing time will count toward the total minutes a bargaining unit member is teaching, but passing time will not qualify here if an additional course is not being taught.

Total Daily Duty-Free (Lunch) and Conference or Planning Period Minutes	Percentage Compensation Per Trimester of Given Teacher's Salary
0-35 minutes	8.3%
36-50 minutes	6.67%
51-65 minutes	4.99%
66-80 minutes	3.32%

ARTICLE 8 TEACHER EVALUATION

A. Performance Goals: Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

a. Probationary teachers (including teachers working under a substitute permit) and teachers rated less than effective shall have an Individual Development Plan (IDP) with at least two (2) goals identified by the administrator in consultation and agreement with the teacher.

b. The IDP includes recommended training, coaching, professional development, and/or resources designed to improve the teacher's effectiveness.
c. Teachers who are evaluated with an IDP shall be provided the following:
    i. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
    ii. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
        1. Days out of the classroom to attend training will not be counted against teacher attendance. Training outside of the school day will be compensated at the contracted rate.
    iii. A mid-year progress report, supported with at least two (2) classroom observations consistent with Section B below, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
    iv. A mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the performance goals of the IDP.
d. Any teacher who is classified as needing support or developing and not provided with the above support will be scored as effective.

B. Observations
a. The district shall provide training on the evaluation tool for teachers and evaluators as required by law.
b. The teacher shall be notified no later than September 30 of each year which administrator will be conducting their year-end evaluation. If no notification is provided by September 30 of each year, that teacher should contact the building administrator.
c. There shall be at least two (2) evaluation observations in each school year of no less than 15 minutes each which include, at minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement.
d. One observation must be scheduled in advance. The second may be unscheduled. All observations of a teacher shall be conducted openly and with the full knowledge of the teacher.
e. The first observation must be conducted no later than January 31. The second observation must be completed by May 15th.
f. Either the teacher or the evaluating administrator may request an additional observation from the same or a different administrator.
g. The evaluator will provide appropriate written feedback and facilitate a post-observation meeting with the teacher to discuss those items.
    i. The evaluating administrator will coordinate with the teacher to schedule an in-person post-observation meeting within seven (7) school days of the observation. This meeting shall include discussion of the observation, the lesson plan, the curriculum standard(s), and student engagement.
    ii. Feedback from the observation will be provided in writing no later than fifteen (15) calendar days after the observation occurred.
h. For teachers hired after the first day of school, the first observation shall occur no later than sixty (60) school days after the teacher's first work day.
i. Observations will not take place during the following:
    i. The week leading into the December holiday break
    ii. Three (3) days before spring break
    iii. Two (2) days before the Maple Syrup Festival
    iv. The first week or last week of a trimester
j. All observations shall use one of the approved SPS observation forms or the electronic equivalent on the GIRESD platform.

k. Tenured Teachers Rated As Effective On The Three (3) most recent consecutive year-end evaluations may be observed triennially.
    i. If the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher will be moved to annual observations for year-end evaluations.
    ii. If a teacher on the triennial track transfers to a new position, the Superintendent may choose to move the teacher to annual observations for year-end evaluations.
l. If a tenured teacher is rated ineffective or needing support on three (3) consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.
m. If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
n. A tenured teacher rated needing support on a year-end evaluation may request a review consistent with Revised School Code Section 1249.

C. Reporting
    a. By February 1 of the school year, mid-year progress reports will be given to all probationary teachers (including teachers working under a substitute permit) and teachers on an IDP.
    b. The mid-year progress report will be aligned to the teacher's IDP and will at minimum identify areas needing improvement.
    c. The mid-year progress report includes a review and possible revision of the teacher's IDP, including specific performance goals developed by the administrator, recommended training, coaching, professional development, and/or resources designed to improve the teachers effectiveness.
    d. The evaluating administrator will coordinate with the teacher to schedule a year-end performance evaluation meeting to discuss the teacher's effectiveness rating of effective, developing, or needing support.

D. Student Growth and Achievement Data: Twenty percent (20%) of the final evaluation will reflect student growth and achievement, and use state data and/or building-wide testing local data.

E. Grievance Procedure
    a. Non-compliance with the evaluation process as described above shall be subject to the grievance process.
    b. An arbitrator has jurisdiction to consider a grievance filed under the Article 13 grievance process by a tenured teacher with two (2) consecutive ratings of "Needing Support."
    c. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

ARTICLE 9 BUILDING REPRESENTATIVES

A. Request of Building Leadership Team: Building principals shall, each year, request individuals serve as building representatives, representing grade levels or curricular departments. Department chairperson/building leadership team (BLT) representative positions shall be included in Schedule B and compensated in accordance with Schedule B.

B. Duties Of Building Leadership Team: The building representative's duties may include any or all of the following:
    a. Serve as liaison between teachers of the department/grade level(s) and Administration.
    b. Serve as a Building Leadership Team (BLT) member .
    c. Guide the department in recommending and selecting textbooks, supplies and materials.
    d. Coordinate the department's budget**.**
    e. Assist in coordinating schedules and teaching assignments.

f. BLT members will be a part of the District MICIP Team.

C. The number of department chairperson/building leadership team (BLT) representative positions shall be as follows:

a. Department Chairperson/BLT Representatives

High School	8 Positions
Odyssey	1 Position
Middle School	8 Positions
Shepherd Elementary	9 Positions
Winn Elementary	4 Positions

ARTICLE 10 LEAVES OF ABSENCE

A. Leaves Of Absences 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 separates employment with the district prior to the end of the school year will have paid leave time prorated. Pursuant to M.C.L 408.77(7)(1), the pay advance will be withheld from the bargaining unit member's final check(s) as a condition of this master agreement. Any remaining balances will be due and payable to the business office within thirty (30) calendar days of separation.

a. 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 will be credited 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, will be credited with a prorated allotment.

i. Said days will be credited to the bargaining unit member the first day that the bargaining unit member reports to work.

ii. Personal illness/disability, including medical and dental appointments are chargeable to sick leave.

iii. Leave days may be taken in units of hours, half days or full days.

iv. 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.

v. Sick leave shall be charged against the bargaining unit member's entitlement to leave under the Family Medical Leave Act as permitted by the Act.

b. Maternity/Paternity Leave: A bargaining unit member who is becoming a parent by birth or who is adopting a child under the age of eighteen (18), or under the age of twenty-six (26) if the child is mentally or physically challenged, may elect a short-term (up to sixty (60) days of accumulated paid leave days) maternity/paternity leave. The bargaining unit member shall provide at least a two (2) week notice if possible prior to the anticipated beginning of the leave.

i. Medical Verification: Medical verification (including when applicable the submission of the District's Family and Medical Leave Act request form) may be required.

ii. Additional Accumulated Days: Affording the use of additional accumulated days of paid time beyond the above limits, is reserved to the Superintendent in extreme circumstances. The granting of added time off to a bargaining unit member is made on a case-by-case basis and as such, the granting of paid time off will not be precedent setting. The denial of days under this subsection is not subject to the grievance procedure.

f. Personal Leave Allotment - At the beginning of every school year, each bargaining unit member shall be credited with three (3) days to be used for the bargaining unit member's personal leave allotment.

i. 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.

ii. Personal leave days may be used for any purpose at the discretion of the bargaining unit member.

iii. 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.

iv. Personal leave days shall be available for the practice of individual religious preferences.

v. No more than twenty (20) percent of the bargaining unit members shall be permitted the use of personal leave days on the same date.

vi. 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.

vii. At no time shall bargaining unit members be credited with more than five (5) personal leave days.

B. Nonchargeable Days Defined:

a. Illness/Disability:

i. Illness or disability on days when school is not in session shall not be deducted from sick leave nor shall there be any loss in pay.

ii. Illness/disability 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 the bargaining unit member's accumulation/credit if the bargaining unit member is required to work a rescheduled instructional day(s) attributable to the closing(s).

b. Bereavement Leave:

i. A leave of absence for ten (10) days, not to be charged against sick leave, will be granted to a bargaining unit member in the event of death of a spouse or child. These days do not need to be used immediately after the death of the family member or used consecutively. If not immediately following, advanced notice will be given. Additional days may be granted with the approval of the Superintendent.

ii. A leave of absence for five (5) days, not to be charged against sick leave, will be granted to a bargaining unit member in the event of parent, sister, brother,

grandchild, grandparent, parent of spouse, brother or sister-in-law, or a member of the household. These days do not need to be used immediately after the death of the family member or used consecutively. If not immediately following, advanced notice will be given. Additional days may be granted with the approval of the Superintendent.

iii. A leave of absence for up to one (1) day for each occurrence, for attendance at the funeral service of a person whose relationship to the bargaining unit member warrants such attendance, building administration approval required prior to day requested. Additional days may be granted with the approval of the Superintendent.

c. Closings:
   i. Bargaining unit members normally will not be expected to report to school during emergency school closings.
   ii. 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.
   iii. Under no circumstances shall nonattendance at school on these days cause a penalty of any form for any bargaining unit member. The Association may be called upon by the Administration to police its own ranks.

D. Leave Of Absence With Partial Pay:
   a. Civic Duty: A leave of absence will be granted to 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). Being subpoenaed for a court case that is not for the District does not qualify for jury/civic duty and the member must then use personal time.
      i. Employees required to report for jury duty during working hours shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for jury duty.
      ii. Employees are expected to report to work if not impaneled for the day. If released during the day, the employee must contact their supervisor to receive directions as to whether to report. If excused by the supervisor, the employee will receive pay for the balance of the day.
   b. 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.
      i. The bargaining unit member will attempt to be excused from this duty during the school year.
      ii. 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.
      iii. The Board's salary obligation under this Section shall not exceed ten (10) working days.

E. Leaves Of Absence Without Pay And Benefits: Bargaining unit members will be afforded the ability to continue medical benefits at the bargaining unit member's expense if afforded under COBRA and charges will be as determined under the contract.

a. Extended Illness: Any bargaining unit member whose personal illness extends beyond the period compensated under the previous sections of the 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.
b. Educational Leave: One year educational leave of absence may 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.
c. Child Care: Child care leave of up to one (1) year will be granted to a bargaining unit member by the Board of Education.
d. 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. A general leave of absence is not applicable to seek other employment.

F. Family Medical Leave Act: Any bargaining unit member that is employed with the district for a period that exceeds ninety (90) days becomes eligible to receive Family Medical Leave Act (FMLA) benefits. To the extent required by the provisions of the FMLA, 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. Extenuating circumstances surrounding new bargaining unit members is open for further discussion.

G. Workers' Compensation: Any bargaining unit member who is absent because of an injury compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Act and his/her regular salary. The difference shall be charged against the employee's sick leave until it is exhausted. Once sick leave is exhausted the bargaining unit member will receive compensation as provided under the Michigan Workers Disability Compensation Act.

ARTICLE 11 UNUSED SICK LEAVE PAY

A. Death Of Member: 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 on file with guardian or other insurance company.

B. Retirement: 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. Annual Excess Of Days - If a bargaining unit member ends a fiscal year with the maximum of one hundred twenty-five (125) days, the bargaining unit member will be credited with the nine (9) 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. Payment Deadline: All retirement/sick leave payments must be finalized preferably by the end of the fiscal year and no later than one year after the retirement date.

ARTICLE 12 INSURANCE PROTECTION

A. Health Insurance Benefits: The District shall make available to eligible employees health insurance benefits as approved by the Board of Education. Current plan options, premium costs, employee contribution rates, and coverage details are maintained by the District and are available at: **SHEPHERD PUBLIC SCHOOLS TEACHERS BENEFIT PROGRAM**

B. The District reserves the right to modify insurance carriers, plan designs, and contribution amounts consistent with applicable law and collective bargaining obligations.

C. 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).

D. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, the Board shall make premium payments on behalf of bargaining unit members and their eligible dependents under either Plan A or Plan B as specified below for the duration of the 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).

E. The Board provides Workers' Compensation Insurance coverage for all its employees as required by the laws of Michigan.

   a. All employee accidents incurred while on duty are to be reported immediately so that a written report on Workers' Compensation forms may be completed by the business office.
   b. In the event the bargaining unit member chooses not to use his/her sick leave/vacation/personal days, he or she will be granted an unpaid leave of absence and shall receive the benefits provided by workers' compensation only.
   c. In the event Bargaining Unit members are injured on the job and are eligible to receive workers' compensation benefits for lost wages, they will be provided with the following options regarding how those benefits are handled:
      i. Assign workers' compensation check to the District
         1. Bargaining unit members may choose to assign (endorse) workers' compensation lost wage check to the District.
         2. In return, the District will continue to issue regular full pay (subject to standard

F. Payments for part-time bargaining unit members will be prorated.

G. The bargaining unit member is responsible for ensuring 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 13 PROTECTION OF TEACHERS

A. Control And Discipline Of Classroom: 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.

   a. 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. Assault Of Bargaining Unit Member: 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 the incident by law enforcement and judicial authorities, except in cases where the district brings charges against the bargaining unit member.

C. Complaints Or Lawsuits: If any bargaining unit member is the subject of a complaint or lawsuit arising from a lawful act performed in the course of the bargaining unit member's employment, the Board shall provide appropriate assistance in connection with the handling of the matter by law enforcement and judicial authorities, except in the case where the District brings charges against the bargaining unit member.

   a. 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.
   b. If teacher allegations are due to school safety, both tenured and non-tenured bargaining unit members will be placed on non-disciplinary paid leave pending the outcome of the investigation.
   c. Time lost by a bargaining unit member in connection with the handling of such matters shall not be charged against the bargaining unit member if the bargaining unit member is found not guilty, innocent of wrongdoing, or not negligent.

D. Civil Rights: Nothing contained herein shall be construed to deny or restrict to any bargaining unit members, rights he/she may have under applicable civil services 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.

E. Non-Tenured Members: Bargaining unit members who are not covered by the Michigan Teacher Tenure Act will serve a probationary period equal to that required by new teachers covered by the Act.
   a. Mentoring: Non-tenured teachers shall be provided with mentoring and support during their probationary period, including access to instructional guidance and feedback.
   b. Feedback: Non-tenured teachers shall receive regular feedback regarding their performance, including strengths and areas for growth.
   c. Non-Renewal: In the event of a recommendation for non-renewal, the teacher shall receive written notice consistent with statutory timelines. Upon request, the teacher may meet with the administration to discuss the reasons for the decision.
   d. Procedural Protections: Non-tenured teachers shall have access to the grievance procedure for alleged violations of the procedural provisions of this Agreement.

F. Teacher Files: The following guidelines apply when it comes to teacher files:
   a. Before any written document is placed in a teacher's personnel file, the following shall be done:
      i. Any document about a teacher or teachers that is to be placed in a file shall be put in writing and dated. The teacher shall be given a copy of such documents when it is put in the file. This excludes pre-hire credentials; transcript; certificates; standard District business documents such as leave records, contacts, notice of assignments, etc; personal financial information such as annuities, pay records, and loan information; documents that the teacher provided to the District; insurance forms; etc.
      ii. The District shall correct or expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.
   b. The teacher shall have the right to submit a written response to any material placed in their file. This response shall be attached to all copies of the written document, including but not limited to all copies provided to third parties. In the event that a teacher's files are requested by any third party, the teacher shall have the right to attach a written response to any material(s) in the files prior to the release of the documents, and this response shall be attached to all copies of the written document, including but not limited to all copies provided to all third parties.
   c. In the event that any material from the teacher's personnel files is provided to any third party, the teacher shall be notified of the name(s) of the parties that received the information and shall, upon request, be given a copy of all information provided to the third parties.
   d. If the District releases any material from the teacher's personnel file, the District shall simultaneously release corresponding teacher's response(s) to the material.
   e. Each teacher shall have one "personnel file" to be kept in the District's central office.
   f. A record regarding an occurrence or fact about a teacher kept in an administrative file shall, by June 30 each year, be expunged from the administrative file, or be entered into the teacher's personnel file if it is to be used relative to the teacher's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action.

G. FOIA - The following guidelines apply when it comes to FOIA:
   a. In the event that the District receives a Freedom of Information Act (FOIA) request for the personal file(s) of any teacher(s), or any portion thereof, the District shall immediately notify the teacher by phone email (or if the teacher is unavailable, by mail), and shall provide the following to the affected teacher(s) and to the Association:
      i. A copy of the FOIA request;

ii. The name(s) of the requesting parties, and all documents and communications received by the District.
iii. The District shall take the maximum time allowable by law to respond to a FOIA request to allow the teacher(s) and/or Association the opportunity to take whatever legal action is available bar disclosure of any or all of the requested information.
iv. The teacher will be provided the opportunity to review the contents before the release of the information, and will, upon request, be provided with copies of all communications and documentation sent to the requesting parties
v. by District administrators or other District agents or attorneys.

b. Upon receiving the FOIA request, the District will only divulge those items it is compelled by law to disclose and will withhold all information it is permitted to withhold.
c. Records of disciplinary action which are more than four years old shall not be released to any third party.

H. The parties recognize that this Agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action be required. The parties understand a binding interpretation of the courts supersedes this Agreement.

ARTICLE 14 ASSIGNMENT, TRANSFER, PLACEMENT, AND STAFFING

A. Right Of Assignment: The employer retains the right to assign and transfer teachers.
   a. Assignments and transfers shall be made based on educationally sound criteria, including certification, experience, and program needs.
   b. The employer shall provide, upon request, a general explanation of the factors considered in assignment decisions.
   c. Teachers shall have the opportunity annually to indicate preferences for grade level, subject area, or assignment.
      i. Such preferences shall be considered but shall not be decisive.

B. Involuntary Transfer: When an involuntary transfer is necessary, the employer shall:
   a. Provide notice as soon as practical.
   b. Offer a meeting, upon request, to discuss the transfer.
   c. Provide a written rationale upon request.

C. Vacancies: Known vacancies shall be posted in a timely manner, and qualified internal candidates shall be considered prior to external hiring.

D. Seniority: The Association and the Board recognize that an optimum educational environment includes teachers who are working within their area of special competence and in the school setting best suited to their personal circumstances.
   a. Seniority List: The Association shall be provided a seniority list of all teachers showing tenure and probationary status of each teacher by November 1 of each school year. As changes occur or are articulated, the lists shall be reconciled. In addition to the seniority list, each teacher and the Association shall be provided a list of all teachers' certification expiration dates by November 1 of each school year.
      i. Tenure is defined as the bargaining unit employee's probationary or tenure status with the school district as determined by law.
      ii. Seniority shall be defined as length of continuous service within the bargaining unit from the last date of hire as a bargaining unit employee. Last date of hire shall be defined as the teacher's first day of work. Seniority shall continue to accumulate during Board approved leaves of absence. Seniority shall continue to

accumulate while a teacher is on layoff. Seniority shall accumulate the same for part-time teachers as for full-time teachers.

iii. In the event two or more teachers have the same date of hire, the relative place of such persons on the seniority list will be determined by the total years of teaching experience. Teaching experience shall be defined as total years of employment as a teacher in any K-12 school system.

iv. In the event two or more teachers have the same number of years of teaching experience, the relative place of such persons on the seniority list will be determined by a drawing of lots participated in by all affected bargaining unit employees.

E. Employment of Noncertified Teachers

a. Full-Time Long-Term Substitutes - The District may employ a Full-Time Long-Term Substitute when a properly certified teacher is unavailable to fill a long-term absence or vacancy, in accordance with Michigan law and Michigan Department of Education (MDE) requirements.

i. Individuals serving as Full-Time Long-Term Substitutes shall meet all eligibility requirements established by the MDE for the applicable permit authorization.

ii. A substitute teacher hired at the outset to fill an assignment expected to exceed ten (10) consecutive workdays shall be compensated at one hundred fifty dollars ($150) per day through the first sixty (60) days of the assignment.

iii. Beginning on the sixty-first (61) day of continuous service in the same assignment, the employee shall be compensated at the Bachelor's Degree, Step 0 (BA Step 0) daily rate and shall be eligible for health insurance, sick leave, and personal leave in accordance with this Agreement.

iv. Full-Time-Long-Term Substitutes shall not advance on the salary schedule.

b. Daily Substitute Permit: The District may employ individuals serving under a Daily Substitute Permit for temporary teacher absences when a properly certified teacher is unavailable, in accordance with Michigan law and MDE requirements.

i. Individuals serving under a Daily Substitute Permit shall meet all qualifications established by the Michigan Department of Education for the applicable permit.

ii. Compensation shall be as follows:

1. Days 1 through 10: One hundred dollars ($100) per day
2. Days 11 through 60: One hundred twenty dollars ($120) per day

iii. A Daily Substitute Permit assignment is intended for temporary or intermittent substitute service and shall not be used when the District knows the assignment is expected to exceed ten (10) consecutive workdays. Such assignments shall be filled under subsection (a), Full-Time Long-Term Substitutes.

c. Daily Substitute Permit Extension: The District may request an extension of a Daily Substitute Permit in accordance with Michigan law and the Michigan Department of Education (MDE) requirements when a properly certified teacher remains unavailable.

i. Prior to requesting an extension, the employee shall be observed and provided with a performance evaluation. The District shall assign the employee a mentor teacher.

ii. Employees serving under a Daily Substitute Permit Extension shall not receive salary schedule step advancement.

iii. The District shall continue to post and actively recruit for a properly certified

teacher while the position remains vacant.

iv. Individuals serving under a Daily Substitute Permit Extension shall not be considered teachers of the District for purposes of tenure or seniority unless otherwise provided by law.

v. Daily Substitute Permit Extensions shall not be used in assignments prohibited by Michigan law or Michigan Department of Education regulations.

d. Full Year Basic Sub Permit: The District may employ an individual serving under a Full-Year Basic Substitute Permit in accordance with Michigan law and Michigan Department of Education (MDE) requirements when a properly certified teacher is unavailable. An individual employed under a Full-Year Basic Substitute Permit shall:

   i. Meet and maintain all eligibility requirements established by the Michigan Department of Education.

   ii. Be assigned a mentor teacher by the District.

   iii. Remain actively enrolled in a state-approved educator preparation program and demonstrate satisfactory progress toward earning a Michigan teaching certificate.

   iv. Be evaluated using the District's teacher evaluation process.

      1. The District may post the position for a certified teacher for the following school year if the employee:
         a. Is no longer eligible to serve under the applicable permit.
         b. Fails to remain enrolled in a state approved educator preparation program.
         c. Fails to demonstrate satisfactory progress toward earning a Michigan teaching certificate.
         d. Does not satisfy Michigan Department of Education requirements for continued employment under the permit.
         e. Receives an evaluation rating below Effective.
      2. An employee who returns to the District under a Full-Year Basic Substitute Permit for a subsequent school year shall receive salary step advancement consistent with the salary schedule, provided the employee remains eligible under the MDE requirements and is recommended for reemployment by the District.

e. Interim Teaching Certificate (ITC): The District may employ individuals holding a valid Michigan Interim Teaching Certificate (ITC) in accordance with Michigan law and Michigan Department of Education requirements. Employees serving under an ITC shall:

   i. Be placed on the applicable salary schedule in accordance with this Agreement.

   ii. Advance on the salary schedule in the same manner as other bargaining unit members.

   iii. Remain enrolled in and make satisfactory progress through their approved alternative route educator preparation program.

   iv. Meet all requirements necessary to maintain the validity of the certificate.

      1. If an employee ceases to meet the requirements of the ITC or withdraws from the approved educator preparation program, the District may post the position for a properly certified teacher, consistent with applicable law.

ARTICLE 15 DISCIPLINE, INVESTIGATIONS, AND DUE PROCESS

A. Just Cause Standard: Teachers, as defined by the Michigan Teachers Tenure Act, governed by this master agreement shall not be demoted, discharged, or otherwise disciplined without just cause. The following is the procedure for disciplinary complaints:
   a. Discipline shall be administered in a progressive manner, including but not limited to verbal warning, written warning, suspension, and discharge, except in cases where the severity of the offense warrants more immediate disciplinary action.
      i. Non-tenured teachers do not follow the Tenure Act. Non-tenured bargaining unit members shall be entitled to all procedural protections contained in this Article. Nothing herein shall be construed to alter the Board's statutory authority regarding the renewal or non-renewal of probationary teachers. Disciplinary action shall not be arbitrary, capricious, discriminatory, or retaliatory.

B. Due Process And Representation: Prior to the imposition of discipline, the District shall conduct a fair and objective investigation.
   a. The teacher shall be informed of the allegations and provided an opportunity to respond prior to the imposition of discipline.
   b. A teacher shall have the right to have a union representative present at any meeting or conference which may reasonably lead to disciplinary action.
   c. If teacher allegations are due to school safety, both tenured and non-tenured bargaining unit members will be placed on non-disciplinary paid leave pending the outcome of the investigation.
      i. Such administrative leave shall be non-disciplinary in nature and shall not constitute evidence of wrongdoing.
      ii. Placement on paid administrative leave shall not result in the loss of compensation, insurance benefits, accrued leave, seniority, or other contractual rights.

C. Timeliness Of Discipline: Discipline shall be issued within a reasonable period of time following the District's knowledge of the alleged conduct.

D. Written Discipline And Personnel File: All disciplinary action shall be reduced to writing and placed in the teacher's official personnel file, and the teacher shall be provided a copy.
   a. Rebuttal - The teacher may submit a written rebuttal to any disciplinary action, which shall be attached to the document in the personnel file. Such rebuttal shall be limited to five (5) sheets of 8 ½ inch by 11 inch paper.
   b. Right To Review: A teacher shall have the right to review the contents of their personnel file upon request and to receive copies of documents contained therein.
   c. Grievance: If a teacher believes that material in the personnel file is false or inaccurate, the teacher may utilize the contractual grievance procedure.

E. Disciplinary Leave And Pay Deduction: Disciplinary unpaid leave days shall be deducted as follows:
   a. One (1) to five (5) days shall be spread over two (2) pay periods.
   b. Six (6) to ten (10) days shall be spread over four (4) pay periods.
      i. The cost of insurance benefits shall not be charged to the teacher during such disciplinary leave.
      ii. In the event where an individual is placed on leave for over 10 days, the Superintendent and the Association will discuss how to handle the cost of health insurance benefits.

F. Expungement: Records of disciplinary action shall be removed from the personnel file after 4 years, provided no similar or related incidents have occurred during that time period.

G. Non-Discipline Complaints: The following is the procedure for non-disciplinary complaints:
   a. Anonymous complaints - Anonymous complaints shall not be used as the basis for disciplinary action.

b. No action complaints - Complaints that did not result in discipline shall not be placed in a bargaining unit employee's personnel file. Complaints that did not result in discipline shall not be placed in a bargaining unit employee's personnel file, except in disciplinary situations. The District shall ask complainants to meet with the teacher, to provide the teacher and the complainant the opportunity to resolve the issue.
c. If a written complaint is made that does not result in disciplinary action, a copy of the complaint will be provided to the teacher.

ARTICLE 16 GRIEVANCE PROCEDURE

A. Definition: 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. Matters that are prohibited subjects of bargaining under Michigan law shall not be subject to the grievance procedure.

B. Definition Of Days: "Days" shall be defined as
   a. During the school year, any day students and/or teachers are scheduled to be in attendance.
   b. During the summer, "days" shall be defined as days the central office is open.
   c. The central office administration office will inform the bargaining unit members' leadership of the dates the office will be closed.

C. Right To Representation: 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 the Agreement and the Association has been given the opportunity to be present.
   a. A grievant may be represented by the Association at any level of the grievance procedure.
   b. The Association shall have the right to be present at any adjustment of a grievance.
   c. No grievance shall be resolved without the opportunity for the Association involvement.

D. Informal Resolution: Before filing a formal grievance, the grievant is encouraged to attempt to resolve the issue informally with the immediate supervisor.

E. Procedure Of Handling:
   a. Step 1 Oral presentation to principal
      i. The grievant shall present the grievance orally to the building principal within 10 school days of the event or when the grievant reasonably should have known about the event.
      ii. The principal shall respond within 5 school days of the oral presentation by the grievant.
   b. Step 2 - Written grievance to Superintendent
      i. If unresolved
         1. The grievance shall be submitted in writing within 5 school days of step 1 response.
         2. The written grievance shall include:
            a. Statement of facts
            b. Contract provision(s) violated
            c. Remedy sought
         3. The superintendent shall:
            a. Meet with the grievant and/or Association within 10 school days.
            b. Provide a written response within 5 school days after the meeting
   c. Step 3 - Arbitration
      i. If unresolved
         1. The Association may submit the grievance to arbitration within 15 school days of the Step 2 response.
         2. Arbitration shall be conducted through:

a. The American Arbitration Association (AAA) OR Michigan Employment Relations Commission (MERC)

3. The arbitrator
    a. Shall have no authority to add to, subtract from, or modify the Agreement.
    b. Decision shall be final and binding.
4. Costs
    a. Shared equally between the parties

F. General Provisions:
    a. Failure of administration to respond within timelines shall permit the grievance to proceed to the next step.
    b. Failure of grievant to meet timelines shall constitute withdrawal of the grievance.
    c. Timelines may be extended by mutual agreement.
    d. Documents shall be kept separate from personnel files.

ARTICLE 17 ANNUAL WAGE REOPENER AND SALARY NEGOTIATIONS

A. Salary Schedule And Advancement:
    a. The salary schedules set forth in this Agreement shall remain in effect unless modified through the procedures described herein.
    b. Employees shall continue to receive applicable steps and rail changes regardless of whether negotiations under this Article have been completed.
B. Annual Wage Reopener:
    a. Following the completion and presentation of the District's annual financial audit, the Board and the Association shall meet to negotiate wages and salary schedule improvements for the subsequent school year.
C. Timeline:
    a. Negotiations shall commence no later than November 15 of each school year, unless a different date is mutually agreed upon by the parties in writing.
D. Scope:
    a. Negotiations conducted pursuant to this section shall be limited to wages, salary schedules, calendar, and related compensation matters unless otherwise mutually agreed by the parties.

E. Retroactivity:
    a. Any wage or salary schedule adjustments agreed upon through these negotiations shall be applied retroactively to the first pay of the applicable contract year, unless the parties agree to an alternative effective date.
F. Ratification:
    a. All negotiated wage settlements reached pursuant to this section shall be subject to ratification by the Association and approval by the Board of Education in accordance with article 2 of this Agreement.
G. Impasse Procedures:
    a. In the event the parties are unable to reach agreement, either party may utilize the dispute resolution procedures available under Michigan Public Employment Relations Act, including mediation and fact finding.

ARTICLE 18 MISCELLANEOUS PROVISIONS

A. If possible, the administration will notify the staff and public by 6:00 AM in the event school has been called off.
B. Correspondence to the Association will be directed to the President of the Association.
C. 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 the 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.
D. 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 shall continue in full force and effect.
E. 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. This provision is intended to satisfy this requirement. No grievance may be processed contesting actions taken by an Emergency Manager.
F. The parties agree that this agreement incorporates 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 19 – DURATION OF AGREEMENT

A. The language of this Agreement shall continue in full force and effect from July 1, 2026 or ratification by the parties until it terminates June 30, 2029. The salary and benefits portion of this Agreement shall be re-opened on an annual basis along with the District calendar.
B. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.
C. 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 the receipt of the notice.

SHEPHERD EDUCATION ASSOCIATION	**SHEPHERD BOARD OF EDUCATION**
_____	_____
President	**President**
_____	_____
Secretary	**Secretary**

_____
Date

Schedule A
2025-2026 Salary Scale

Step	BA	BA+20	BA+30	MA	BA+50	MA+20
0	43,683	44,775	45,976	45,976	47,288	47,288
1	45,401	46,571	47,873	47,873	49,239	49,239
2	47,188	48,438	49,847	49,847	51,267	51,267
3	49,044	50,381	51,904	51,904	53,382	53,382
4	50,974	52,400	54,042	54,042	55,585	55,585
5	52,979	54,500	56,273	56,273	57,879	57,879
6	55,063	56,686	58,593	58,593	60,265	60,265
7	57,229	58,958	61,009	61,009	62,752	62,752
8	59,480	61,323	63,526	63,526	65,341	65,341
9	61,804	63,783	66,148	66,148	68,036	68,036
10	64,253	66,338	68,876	68,876	70,843	70,843
11	66,779	68,998	71,715	71,715	73,763	73,763
12	69,408	71,768	74,672	74,672	76,808	76,808
13	72,143	74,647	77,754	77,754	79,976	79,976
14	72,504	75,020	78,143	78,143	80,376	80,376
15	72,866	75,395	78,534	78,534	80,778	80,778
16	73,230	75,772	78,926	78,926	81,182	81,182
17	73,597	76,151	79,321	79,321	81,588	81,588
18	73,965	76,532	79,718	79,718	81,995	81,995
19	74,334	76,914	80,116	80,116	82,405	82,405
20	74,706	77,299	80,517	80,517	82,817	82,817
21	75,080	77,686	80,919	80,919	83,232	83,232
22	75,455	78,074	81,324	81,324	83,648	83,648
23	75,832	78,464	81,731	81,731	84,066	84,066
24	76,211	78,857	82,139	82,139	84,486	84,486
25	76,592	79,251	82,550	82,550	84,909	84,909
26	76,975	79,647	82,963	82,963	85,333	85,333
27	77,360	80,045	83,378	83,378	85,760	85,760
28	77,747	80,446	83,794	83,794	86,189	86,189
29	78,136	80,848	84,213	84,213	86,620	86,620
30	78,527	81,252	84,634	84,634	87,053	87,053

ADDENDUM TO SCHEDULE A

A. The parties further agree and stipulate that in order to qualify for placement on the BA+20 or BA+30/MA or MA+20/BA+50 salary rails, a teacher must have submitted a transcript of record showing the requisite number of graduate hours.
    a. Updated transcripts may be submitted no more than once per year.
    b. To receive a salary adjustment for the current school year, transcripts must be submitted no later than the last pay date in September.
    c. Transcripts submitted after the last pay date in September shall not result in a salary adjustment until the following school year.

B. Credit on the salary rails shall be from one of the following:
    a. Hours taken in any class in an education-related field.
    b. 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.
    c. Hours taken in a planned program (non-degree) or other classes within a teacher's past, present, or future administratively assigned subjects. These hours must be taken from an accredited institution of higher education and must be reviewed in advance by the Superintendent.

SCHEDULE B ATHLETICS

2026-2027 Pay Schedule for Coaches

	GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F	GROUP G	GROUP H
Base %	13%	11%	10%	9%	8%	7%	6%	4%

Payment For District Employee Coaches: Shepherd Public Schools employees (defined as those employed beyond a coaching-only position) who perform Schedule B athletics duties shall be compensated according to the rates listed above, with compensation calculated from the BA Step 1 salary base.

Payment For Non-District Employee Coaches: Individuals not otherwise employed by Shepherd Public Schools who perform Schedule B athletics duties shall be compensated according to the rates listed above, with compensation calculated from the BA Step 0 salary base.

Grandfathered Placement of Existing Coaches: Notwithstanding the provisions above, any individual who is not otherwise employed by Shepherd Public Schools and who has completed three (3) or more years of coaching service within the District as of July 1, 2026, shall be compensated using the BA Step 1 salary base for purposes of Schedule B athletic compensation. Individuals hired on or after July 1, 2026, who are not otherwise employed by Shepherd Public Schools shall be compensated using the BA Step 0 salary base.

ATHLETICS GROUPS

Athletics positions have been grouped based on number of events/length of season, number of players, injury risk, whether boys' and girls' events are shared, and coaches' responsibility for fundraising.

GROUP A

Varsity Head Coach	Basketball (Boys)
Varsity Head Coach	Basketball (Girls)
Varsity Head Coach	Football
Varsity Head Coach	Wrestling (Coed)

GROUP B

Varsity Head Coach	Baseball
Varsity Head Coach	Softball
Varsity Head Coach	Track (Boys)
Varsity Head Coach	Track (Girls)
Varsity Head Coach	Volleyball
Varsity Head Coach	Cross Country (Boys)
Varsity Head Coach	Cross Country (Girls)
Varsity Head Coach	Soccer (Boys)
Varsity Head Coach	Soccer (Girls)

GROUP C

Varsity Head Coach	Cheerleading (Competitive)
JV Head Coach	Basketball (Boys)
JV Head Coach	Basketball (Girls)
JV Head Coach	Football

GROUP D

JV Head Coach	Baseball
JV Head Coach	Softball
JV Head Coach	Volleyball
JV Head Coach	Soccer (Boys)
JV Head Coach	Soccer (Girls)

GROUP E

Varsity Head Coach	Golf (Boys)
Varsity Head Coach	Golf (Girls)
Varsity Head Coach	Cheerleading (Sideline)
Varsity Head Coach	Pom
Varsity Head Coach	Bowling (Boys and Girls Teams)
Freshman Head Coach	Basketball (Boys)
Varsity Head Coach	Esports

ATHLETICS GROUPS
(Continued)

GROUP F

JV Head Coach/Varsity Asst. (Coed)	Wrestling
Varsity Head Coach (Girls) / Varsity Asst. (Coed)	Wrestling
Freshman Head Coach	Volleyball

GROUP G

JV Head Coach	Golf (Boys)
JV Head Coach	Golf (Girls)
7th Grade Head Coach	Basketball (Boys)
7th Grade Head Coach	Basketball (Girls)0
8th Grade Head Coach	Basketball (Boys)
8th Grade Head Coach	Basketball (Girls)
Middle School Head Coach	Cheerleading
Middle School Head Coach	Cross Country (Boys)
Middle School Head Coach	Cross Country (Girls)
Middle School Head Coach	Track (Boys)
Middle School Head Coach	Track (Girls)
7th Grade Head Coach	Volleyball
8th Grade Head Coach	Volleyball
Middle School Head Coach	Wrestling (Coed)

ASSISTANT COACHES

Football (Varsity)

- Assistant coach above 15 athletes and additional above 30 (maximum two)
    - Flat rate: $3,000
        - 2nd (additional) assistant: $2,500

Football (JV)

- Assistant coach above 15 athletes (maximum one)
    - Proposed: $2,500

Track (Boys)

- Assistant coach above 15 athletes and additional above 30 (maximum two)
    - 1st Assistant Coach (Group E) - guaranteed assistant (field events)
        - Flat rate: $3,000
    - 2nd Assistant Coach (Group G)
        - Flat rate: $2,000

Track (Girls)

- Assistant coach above 15 athletes and additional above 30 (maximum two)
    - 1st Assistant Coach (Group E) - guaranteed assistant (field events)
        - Flat rate: $3,000
    - 2nd Assistant Coach (Group G)
        - Flat rate: $2,000

Coed Wrestling

- Additional assistant coach above 45 athletes (maximum one)
    - Flat rate: $1,000

Soccer (Boys)

- If no JV team, assistant coach above 30 athletes (maximum one)
    - Flat rate: $1,000

MS Track (Boys and Girls)

- Assistant coach above 30 athletes and additional above 60 (maximum two)
    - Flat rate: $1,000
    - Shared by both Boys and Girls team

MS Coed Wrestling

- Additional assistant coach above 15 athletes (maximum one)
    - Flat rate: $1,000

SCHEDULE B ACADEMICS

Payment for Shepherd Public Schools Employees: Shepherd Public Schools employees (defined as those employed beyond a Schedule B-only position) who perform Schedule B academic duties shall be compensated according to the rates listed below, with compensation calculated from the BA Step 1 salary base.

Payment For Non-District Employees: Individuals not otherwise employed by Shepherd Public Schools who perform Schedule B academic duties shall be compensated according to the rates listed above, with compensation calculated from the BA Step 0 salary base.

HS Senior Class Advisor (no more than 2)	6%
HS Junior Class Advisor (no more than 2)	6%
HS Sophomore Class Advisor (no more than 2)	6%
HS Freshman Class Advisor (no more than 2)	6%
HS Drama Tech Designer	2%
HS Drama Producer	2%
HS Drama Stage Director	2%
HS Student Council	6%
Middle School Student Council	4%
Elementary Student Council	
Shepherd Elementary	2%
Winn Elementary	1%
Building Leadership Team	4% per position
High School	8 positions
Odyssey	1 position
Middle School	8 positions
Shepherd Elementary	9 positions
Winn Elementary	4 positions
LINKS German Exchange Coordinator	2%
MS WEB Coordinator	4%
Business Professionals of America	4%
National Honor Society	2%
HS Science Club	2%

SCHEDULE B ACADEMICS

(Continued)

MS Drama Tech Designer	2%
MS Drama Producer	2%
MS Drama Stage Director	2%
Schoology Support	3%
Mental Health Club	4%
Transition Coordinator	4% (Unless part of the school day)
Odyssey Events Coordinator	6%

POSITIONS WITH REQUIRED EXTRA DUTIES

Descriptions of these duties will be made available to staff hired for these positions. Staff should ask for these descriptions before beginning the positions.

Band	13%
HS Choir	4%
MS Choir	4%
HS Yearbook	3% (Unless part of the school day)
MS Yearbook	1.5%
Work Study Coordinator	8%

Under Schedule B, the following shall be considered:

1. Driver education instructors shall receive 0.00062 of the BA step one for each hour of instruction.
2. The contracted salary for any non-athletic Schedule B position occupied by more than one person will be divided equally.
3. All non-school staff who are hired to a Schedule B position must be fingerprinted and background checked prior to beginning the position. Administrators will notify the central office of Schedule B Academic positions/assignments by October 1 each year.

Calendar

Shepherd Public Schools 26/27 Trimester Calendar

August 17	Professional Development – No Students
August 18	Professional Development – No Students
August 20	**Students first day - Full day**
September 4	Friday before Labor Day – No School
September 7	Labor Day – No School
October 9	Homecoming
October 15	½ Day Students – PTC - TK - 12th grade; 12 - 3 pm, 4 - 6 pm
October 16	No Students – PTC - TK - 5th grade; 8 - 11 am
November 3	No Students - PD Day
November 13	½ Day Students; End of 1st Trimester
November 16	Beginning of 2nd Trimester
November 25 - 27	No School - Thanksgiving Break (Wednesday, Thursday, Friday)
Dec. 21 - Jan. 1	No School - Holiday Break (School resumes January 5)
January 4	No Students - PD Day
January 5	School Resumes
February 12	½ Day Students
February 15	No School - Mid-Winter Break
March 5	½ Day Students - End of Trimester 2 - PTC - K - 5 grade 12 - 3 pm
March 8	Beginning of 3rd Trimester
March 26	No School - Good Friday
March 29 - April 2	No School – Spring break (School resumes April 5th)
April 23	No School - Maple Syrup Day
April 26	No Students - Teacher PD
May 31	No School - Memorial Day
June 3	**Last day of school – 1/2 day Students**

Calendar Attachment

SHEPHERD PUBLIC SCHOOLS 2026/2027 CALENDAR

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 178 student days and 184 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 the contractual day unless the parties agree to do so.

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

GRIEVANCE FORM

Shepherd Education Association—Shepherd Board of Education

Step 1 - Oral presentation to the 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:		
Check one:	Satisfactory: ☐	Unsatisfactory: ☐
Signature:		Date:

Step 2 - Written presentation to the Superintendent

A. Date of Grievance		
B. Date filed with Superintendent		
C. Filed by:	Signature:	Date:
D. Statement of Grievance:		
E. Relief sought:		
F. Date of Superintendent/Association Meeting:		
G. Disposition by Superintendent:		
Signature:		Date:
H. Association's Disposition/Response:		
Check one:	Satisfactory: ☐	Unsatisfactory: ☐
Signature:		Date:

Step 3 Arbitration

Date submitted for arbitration:	
Signature for the association:	