

MASTER AGREEMENT

BETWEEN THE

**GOGEBIC-ONTONAGON
INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**GOGEBIC-ONTONAGON
INTERMEDIATE SCHOOL DISTRICT
EDUCATION ASSOCIATION**

August 21, 2019-August 26, 2021

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ARTICLE I

Agreement

This Master Contract, entered into this 21th day of August, 2019, by and between the Gogebic-Ontonagon Intermediate School District Board of Education, hereinafter referred to as the **Board**, and the Gogebic-Ontonagon Intermediate School District Education Association, hereinafter referred to as the **Association**.

The term **employee**, when used in this agreement, shall refer to all employees represented by the Association as defined by the terms of this agreement.

ARTICLE II

Recognition

Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and conditions of employment for the entire term of this agreement for professional, certified staff members as hereby listed.

Speech and Language Pathologists

Teacher Consultants

Less than Class Size Coordinator

School Social Worker

Occupational Therapist

Guidance Counselor

School Psychologist

Teacher of Emotionally Impaired

Early Childhood Developmentally Delayed Teachers

Teacher of Cognitively Impaired

Teacher of Hearing Impaired

Teacher of Learning Disabled

Certified Vocational Education Teachers

*Early-On Coordinator**

Behavioral Consultant

General Ed Facilitator

Reading Specialist

Transition Coordinator

MTSS Specialist

The recognition of newly created professional certified positions shall be mutually decided between the Association and the Board within sixty (60) days from the date of employment.

Recognition excludes all paraprofessionals, administrative assistants, accountants, administrative staff, substitutes and all others. Tenurable position/employee is defined by the State of Michigan Tenure Act. All other positions/employees covered under this Master Agreement are considered to be non-tenurable positions/ itinerant employees. All union staff are considered itinerant unless serving as a classroom teacher.

*Duties will be placed back in the Association upon retirement of the EarlyOn Director or restructuring of the EarlyOn Program, whichever occurs first.

ARTICLE III

Purpose, Intent and Philosophy

Section 1: The purpose of this agreement is to establish, clearly in writing, the full agreement between the parties concerning the salaries, terms and conditions of employment that shall prevail for the duration of this agreement.

Section 2: If any provision of this agreement or any application of this agreement to any employee or group of employees 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.

Section 3: The Board of Education recognizes the legal rights of professional employees as they are spelled out in our State Constitution, our legislated laws, and the judicial interpretations of our courts. The Board and the Association have statutory obligations and agree to bargain in good faith with respect to hours, wages, and conditions of employment.

Section 4: The Board of Education cannot and will not negotiate Board responsibilities, duties, and rights as spelled out in our State Constitution, our legislated laws, and the judicial interpretations of our courts.

ARTICLE IV

Board Rights

The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States.

Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

Section 1: Manage and control the school's business, equipment, operations and affairs of the employer.

Section 2: Continue its rights and past practice of employee assignment and direction of work of all of its personnel. Subject to the limitations of this Agreement, set the daily hours of work, starting times and scheduling of all the foregoing. Establish, modify or change work loads, business hours or days.

Section 3: The right to hire, promote, suspend, and discharge employees. Transfer employees, determine the size of the work force, and to lay off employees in conformance with the provisions of this Agreement.

Section 4: Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operations, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.

Section 5: Adopt reasonable rules and regulations.

Section 6: Determine the qualifications of employees, including physical conditions.

Section 7: Determine the location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, divisions or subdivisions thereof, and the

relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Section 8: Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

Section 9: Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Section 10: Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.

Section 11: Determine the policy affecting the selection, testing or training of employees.

ARTICLE V

Association and Personnel Rights

Section 1: The Board hereby agrees that every recognized, certified employee, as defined in this Agreement, shall have the right to freely organize, join and support the Association, or to refrain from joining, for the purpose of engaging in collective bargaining.

Section 2: The rights herein granted to the Association shall not be granted or extended to any competing professional labor organization excepting if the professional employees change labor organizations through procedures as defined by MERC.

Section 3: The Board further agrees to furnish the Association reasonable requests regarding the financial resources of the District; however, copy preparation costs of such material shall be borne by the Association.

Section 4: The facilities and equipment of the District may be available to the Association for the transaction of Association business. The use of the facilities and equipment may be requested from the Superintendent and shall not interfere with normal operations, and any expense involved shall be borne by the Association.

Section 5: Any employee who feels that existing facilities are inadequate, may file a written statement with the administration specifically outlining needed improvements. If, in the opinion of the Superintendent, the statement appears valid, the District would confer with the local district involved in an attempt to modify problems.

Section 6: Any case of assault upon an employee while performing their duties, shall be promptly reported to the Board or its designated representative.

Section 7: Any complaint filed by a student or parent with the Board or its agents shall be promptly reported to the employee involved. The administration will request that all complaints be written.

Section 8: The Association shall be granted two (2) business days to be credited to the president of the Association to be used by the Association. Substitute teachers and the retirement cost for those teachers, if necessary, will be paid by the Association.

ARTICLE VI

Personnel Policies

Section 1: All new employees shall receive orientation and be assigned a mentor upon assuming their responsibilities.

Section 2: Professional employees shall be employed in accordance with the provisions of the State Tenure Act and such policies relating thereto as may be established by the Board.

Section 3: The probationary period shall be as defined in the Tenure Act.

Section 4: The probationary period for Itinerant Staff shall be two years, with the option to extend an additional year. If the probationary period is extended, an IDP plan shall be developed.

Section 5: The Board of Education may require employees to submit to a physical or mental examination at Board of Education expense. The Board of Education shall select the examiner(s).

ARTICLE VII

Dues Deduction and Agency Shop

An employee shall not be required as a condition of obtaining or continuing employment to do any of the following:

- a. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.
- b. Become or remain a member in the GOISDEA EA.
- c. Pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to the GOISDEA EA, MEA, or NEA.
- d. Pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, or assessments, or other charges or expenses required of members of, or public employees represented by, a labor organization or bargaining representative.

The Board shall make payroll deductions upon written authorization from teachers and itinerants for annuities, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The payroll deductions for annuities shall be sent in as soon as reasonably possible following each pay period.

Nothing contained herein shall be construed to deny or restrict to any educator rights (s)he may have under the Michigan General School Laws or applicable civil rights laws and regulations. The rights granted to educators hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE VIII

Caseloads, Assignments, Working Hours and School Closings

Section 1: In center-based programs, a working day shall be the same hours as the school in which the Intermediate School District employee is serving on a given day.

Section 2: For center-based programs, student contact must occur during the session days of the District in which the employees are working.

On non-session days, employees will work on completing special education requirements such as IEP's, or on curriculum or duties as scheduled and approved by their immediate supervisor in order to complete their 185 day contract with the ISD.

Employees in center-based programs must remain in their assigned building for the entire work day but may individually schedule one hour per day for preparation, lunch, and/or breaks.

The Association agrees that there is a disparity in the amount of overall time that members spend in center based programs but henceforth agrees not to support an individual grievance over such disparity.

Section 3: A normal work day shall be eight (8) hours in duration, with one (1) hour duty-free lunch period. The normal work week shall consist of forty (40) hours, Monday through Friday. The one (1) hour duty-free lunch period may be reduced by mutual agreement between an employee and his/her immediate supervisor.

Section 4: If working in the Intermediate School District Office, the normal hours shall be from 8:30 a.m. to 4:00 p.m. Eastern time. If working in a satellite office, the normal hours shall be from 8:00 a.m. to 3:30 p.m. Central time. Adjustments can be made in the above hours in starting and ending time, but the total hours per day shall not exceed eight (8) hours per day.

Section 5: Appropriate office staff shall be kept informed of each employee's schedule during the employee's work day.

Section 6: Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board or Administration.

Section 7: Any assignments in addition to the normal working schedule during the regular school year or summer programs shall be voluntary. The Board may hire from outside the Association for additional programs or services in the event no Association member volunteers for additional assignment.

Section 8: Except in emergency situations, no non-teaching/itinerant person shall be assigned, without his/her consent, outside the professional discipline for which he/she is qualified.

Section 9: In the event of severe weather or an Act of God, which causes school to be closed, the following procedures will be followed:

1. The closing of the Intermediate School District program, including the office, will be handled by public announcement.
2. In the absence of a specific announcement;

Regularly Assigned Employee, i.e.:

Those reporting to a classroom assignment in a given school or group of schools:

- a. If the assigned school is open, report as usual.
- b. If the assigned school is closed, employee is to remain at home.

Itinerant Employees, i.e.:

Those whose daily schedule and assignment varies and who have no regular classroom assignment in a given school or group of schools:

- a. If schedule is disrupted by a local school or schools closing by an Act of God, and the GOISD Bergland Office is still open, the employee shall report to the Intermediate School District office during regular hours, or their closest GOISD satellite office. If employees cannot attend a district that they had scheduled for that day due to an Act of God, and the said district remains open, the employee will notify the district and offer plans for remediation (ITV, reschedule, provide input over the phone, or other possibilities that both entities can agree to).
3. Staff members are encouraged to contact the office, or administrator, if they have questions concerning the status of school closings.
4. No employee shall suffer financial loss due to school or office closings.
5. If more than the State determined number of Act of God days/hours are needed, employees shall work with their supervisor to make up the time for any days exceeding the State determined forgiven Act of God days/hours.

ARTICLE IX

Evaluation Procedures

Evaluation Procedures for Non-Tenured Positions

Section 1:

1. The evaluation of the performance of each employee in the school system is the responsibility of the administration. In such evaluation, all monitoring or observations of employees shall be conducted openly.
2. Evaluations shall only be conducted by the director or other qualified administrator as designated by the Board of Education. Each written review of the employee's job performance shall be based on observation, discussion, job descriptions, and objectives.
3. Employees shall be provided with a summative evaluation by June 1st of each year. The summative evaluation shall include two observations of performance over the academic year.
4. Individuals not meeting overall performance ratings of "effective" or "highly effective" shall develop an Individualized Development Plan (IDP) in collaboration with their director or other qualified administrator as designated by the Board of Education. An IDP will be established in the presence of a minimally effective or an ineffective evaluation.
5. One rating of "ineffective", will result in development of an IDP in conjunction with the direct administrator, and the employee will be assigned a mentor to assist with development.
6. IDP's and mentoring will continue until three consecutive ratings of "Highly Effective" or "Effective" have been established.
7. If said non-tenured individual receives (3) three consecutive summary ratings of ineffective, said employee will be terminated, if just cause is demonstrated.

Section 2: A written evaluation shall be submitted to the employee to be signed and returned to the administration. A copy of the evaluation shall be given to the employee. In the event that the employee feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation/personnel file within 10 business days following (completion or receipt) of the evaluation.

Section 3: Each employee shall have the right, upon request, to review the contents of his evaluation/personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

Section 4: Evaluations shall provide definite, positive assistance to rectify professionals receiving substandard evaluations that may lead to dismissal.

Evaluations for Tenured Positions

Evaluations for Tenured positions can be found in the GOISD Board of Education Policy and Staff Handbook. Evaluation are set forth in accordance with the State of Michigan Tenure Act.

Merit Pay

In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1st of each year. Such policy shall not, in any way, alter the provisions contained in the Collective Bargaining Agreement.

ARTICLE X

Discipline, Terminations, Vacancies, Promotions and Transfers

(This Article applies solely to Itinerant Employees)

Section 1: Discipline

The Board of Education reserves the right to discipline any itinerant employee, up to and including the termination of said employee. At the discretion of the Board, progressive discipline may be applied, beginning at any level depending upon the nature of the offense. It is not the intent of the Board or Administration to discipline any employee for personal actions on personal time, unless the personal activity is of major unlawful nature.

Section 2: Terminations

A. Itinerant Positions - Notice of Termination

1. Itinerant employees shall be notified sixty (60) days prior to the end of the fiscal year if their contract will not be renewed for the ensuing year.
2. Itinerant employees contracted through special funds in which at least 80% of their salaries are received through State or Federal project grants, subject to short notice termination's, non renewals, etc., shall, whenever possible, be notified sixty (60) days in advance of contract termination. Said employee's individual contract form shall so state if their contract is considered an itinerant or teacher contract.

Section 3: Vacancies

Whenever a vacancy in any itinerant position shall occur, a written notice of such vacancy shall be posted internally for ten (10) days. A notice shall be posted in the administrative buildings and sent electronically to all staff. By mutual agreement both parties may agree to waive the 10 day posting requirement when agreed to in writing on a case by case basis. External postings for vacancies will remain on the GOISD website on an ongoing basis when a need is determined. Applicants will be reviewed at the time they are received to determine if the need still exists.

1. A vacancy shall be defined for purposes of this Agreement as:
 - a. The Board has determined a position exists that it wishes to fill, and
 - b. A position exists that is in excess of the total number of employees currently employed and

- c. A position exists that was previously held by a bargaining unit member whose employment with the Board has been severed, or
 - d. A newly created position in the bargaining unit exists.
2. This definition of a vacancy shall not apply to a bargaining unit position held by an employee who is on leave for less than or equal to one (1) school year.
 3. Regardless of any provisions of this Agreement, the Board shall not be required to post notice of any vacancies or transfer any non-tenurable employee to any non-tenurable position if there are certified and qualified non-tenurable employees for that position on layoff.
 4. The Board reserves the right to establish vacancy procedures for tenurable positions.
 5. The use of contracted services will not be used to displace association positions.
 6. If a position cannot be filled internally or externally, the position may be filled on a temporary basis through contracted services, with Association approval. An active search and vacancy posting will remain open and updated until filled by a qualified applicant. Active search is defined by continually posting the vacancy notice on the GOISD website in a conspicuous manner; providing vacancy notices to schools of education and updating them on a monthly basis; and posting on MAISA, MASA, MASB websites and other relevant websites (i.e. NASP, MASP, ASHA, etc.). Any qualified applicant shall be hired immediately to fill the vacancy under the collective bargaining agreement, and contracted services shall be discontinued no later than the end of the school year.

Present employees will be given consideration for any vacancies which exist based on their performance evaluations, qualifications, competencies, experience and areas of certification.

ARTICLE XI

Layoff and Recall Procedure

For Itinerant Staff

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

Section 1: Layoff Procedure for Itinerant Positions

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

- A. If the reduction of itinerant employees is necessary, then itinerant employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. For itinerant staff, layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purpose of this article *seniority* is applied only to itinerant staff and is defined to mean the amount of time an individual is continuously employed as a certified employee within the school district. The starting date for seniority shall be the date of hire.
- B. An employee, who is laid off pursuant to this article has the right to be placed in a position for which s/he is certified and qualified to fill, and which is occupied by an employee with less seniority. For the purpose of this article *qualified* shall be defined in the following manner: Qualified for a special education position means being certified for the special education position. Qualified for a vocational education position means being certified for the vocational education position. Qualified for a general education position, where a certificate is not required, shall be determined by the Board of Education. (See Article IV, Section 6)

Section 2: Recall Procedure for Itinerant Positions

Recall of an itinerant employee shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that an employee in order to be reassigned shall be certified and qualified as herein set forth to perform the specific duties s/he is being assigned. The employee shall notify the district of the desire to remain on recall and will provide current contact information by June 1st, annually.

Section 3: Seniority shall start with the first work day from the most recent date of hire. Should more than one member have the same first work day, order shall be determined by date of hire. The district shall annually post and mail to each union member a seniority list by October 1st. Within thirty (30) calendar days of the posting/ mailing, any objections to the list shall be filed. Members will be required to sign after their names that they have seen the seniority list and concur with their individual seniority. After the thirty (30) day timeline has passed, the list will be considered final and conclusive.

ARTICLE XII

Negotiations

Section 1: Negotiations of this Agreement, for the ensuing years, shall be opened by request of the Association by April 1st.

Section 2: It is agreed that the Board and administration, and the Executive Committee of the Association may meet periodically to discuss in an attempt to resolve problems of mutual concern. Such meetings, and the agenda, therefore, will be called by mutual agreement between the administration and the President of the Association whenever such a meeting is desired.

Section 3: There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the superintendent.

Section 4: The Board and the Association for the term of this agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement, and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been with the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Matter of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE XIII

Experience

Section 1: Experienced employees who hold a certificate/license from the State of Michigan coming into the school district, shall be given a maximum of up to step 10 on the salary schedule on a year-for-year basis. Experience less than a full year (fractional year) shall not be included in calculating the experience factor.

Section 2: Persons employed under this contract on a *part-time* basis shall receive credit for steps (or partial steps) on the increment schedule based on a proration of that part-time experience to the increment steps. Salary shall be prorated on the basis of the part-time assignment.

Bargaining unit members hired with outside experience shall not receive longevity step pay until the employee has served ten (10) years within the employment of the Gogebic-Ontonagon Intermediate School District.

Section 3: Employees who have relevant industry-based, private sector, or related public sector experience shall be provided experience credit of up to step 5 on the salary schedule at the discretion of the Department Director and Superintendent. Current employees shall be placed at the appropriate step on the salary structure.

ARTICLE XIV

Child Care Leave

Section 1: Child care leave without pay is available to all employees upon request of the employees for the primary care of a newborn child. The length of the leave shall not exceed one (1) year, renewable by the discretion of the Board.

Section 2: In order to provide for continuity, the employee shall notify the Superintendent's office in writing a reasonable length of time prior to the expected date of birth so that necessary arrangements can be made to procure the employee's replacement.

Section 3: Within thirty (30) days thereafter, an employee desiring child care leave must submit a written request for child care leave to the Board of Education. This request shall specify the beginning date of the leave, be accompanied by the employee's physician's statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of leave. As nearly as possible, the date of leave will conform to the beginning or ending of a marking period, semester, or school year.

- A. In the event of a dispute concerning the beginning date of the child care leave, the employee shall be entitled to a hearing before the Board.
- B. Once the beginning date has been approved by mutual agreement, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
- C. The employee must be physically able to perform his/her regular duties up to the time of the anticipated beginning of the leave. In the event the employee is unable to meet the requirement of this provision, the unpaid leave shall commence immediately.

Section 4: The employee shall be eligible to return from child care upon filing a physician's statement that he/she is physically fit for full-time employment. The employee may request a prospective termination date of the leave of absence at the time of request for the leave.

Section 5: Re employment will commence upon the date agreed to by both parties which shall not be later than the beginning of the first day of the school year following the date the employee was declared eligible for re employment. Extension of the leave shall be in the discretion of the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.

Section 6: An employee may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of

Education reserves the right in its sole discretion to approve accelerated termination of child care leave on the basis of each individual case.

Section 7: Failure to return from a child care leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

Section 8: Child care leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from child care leave, the employee shall be restored to his/her same position on the salary schedule as when he/she left, and be entitled to accrued benefits prior to said leave.

Section 9: In lieu of the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care; and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:

- A. All pregnant employees shall notify the administration of pregnancy within a reasonable length of time prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall be filed with the Superintendent of Schools.
- B. The employee may be required to submit to physical examinations by a physician selected by the employee from a list of five (5) qualified examiners prepared by the Board.
- C. For all sick leave days claimed, the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her assigned responsibilities.
- D. The employee shall provide in writing all lesson plans and other materials required by the Director for the duration of the absence in order to maintain curricula continuity through the substitute.

Section 10: The Family Medical Leave Act rules and regulations are hereby incorporated into this agreement. Sick leave may be used concurrently with FMLA.

ARTICLE XV

Sick Leave

Section 1: Sick leave shall be granted to each employee of the district on the basis of one and one-half (1½) days per month of employment cumulative to 180 days. Days of sick leave are individual accumulations, and are not exchangeable between or among employees. Six (6) days of the first year's sick leave may be advanced to a new employee during the first semester. The Board of Education, after two (2) consecutive days of sick leave, reserves the right to demand certification of employee illness by a medical doctor when circumstances are such as to cast doubt on the proper use of sick leave. Sick leave is reserved for personal illness. At the discretion of the Board and/or Superintendent, employees returning to work from sick leave will be required to present a doctor's statement certifying the employee's ability to return to work.

Section 2: Worker's Compensation Clause

The Board agrees to pay the difference between Worker's Compensation and employee's take-home pay, if the employee has a work related accident or injury and qualifies for compensation. This section shall be limited to a maximum of thirteen (13) pay periods, or to the end of the school year, whichever is shortest, of the year in which the accident or injury occurs. At Board option, an employee returning to work the following year may be awarded the balance remaining of the thirteen (13) pay periods differential income, if the employee is still on compensation at the start of the new year.

Section 3: Terminal Sick Leave

Upon retirement under the Michigan Public School Employees Retirement System the District shall pay to the employee, or in the event of death of the employee shall pay to the employee's beneficiary, \$50 for each day of unused sick leave accrued by the employee while in the employment of the District.

ARTICLE XVI

Compensatory Leave

Employees shall be granted five compensatory leave days per school year from their annual sick leave accumulation, needing no excuse. Such leave must be requested in the office of the Superintendent of Schools in a written form, as far in advance of the leave day as is possible. In the event that it is not possible to give an advanced request, the employee must notify the GOISD office of the need for a leave day. The leave shall be granted but the employee must identify a reason in writing for the non-notification within five days of his/her return. Granting of compensatory leave will be at the discretion of the Administration. Compensatory leave is not cumulative. If unused, said leave shall convert to sick leave and is cumulative.

ARTICLE XVII

Sabbatical Leave

Section 1: Professional employees who have been employed in satisfactory service for a period of six (6) years may apply for a sabbatical leave for one (1) year.

Section 2: Sabbatical leave may be granted through the Superintendent's office by the Board. No more than one (1) professional employee may be on sabbatical leave during any year.

Section 3: Sabbatical leave may be granted for one of the following reasons:

- A. Formal study at an accredited college or university towards an advanced degree.
- B. Research work under the supervision of qualified research personnel.
- C. Special programs accepted by the Board or recommended by the Superintendent.

Section 4: Sabbatical leave must be requested on or before April 1st of the year previous to the requested leave. The Board shall act upon the request prior to May 30th.

Section 5: There shall be no compensation on sabbatical leave.

Section 6: Seniority, years experience, and sick leave will be retained if such leave is granted, provided the employee returns to work by the first day of the school year following the approved leave (no more than 15 months from the beginning date of said leave).

Section 7: While on sabbatical leave there shall be no accrual of any benefits, including seniority.

ARTICLE XVIII

Mileage and Expenses

Section 1:

- A. Itinerant employees shall be assigned to the nearest GOISD Offices or Satellite Offices as a "home base" for mileage purposes. Itinerant employees may count mileage from the first site they serve or their home base. Teachers will be assigned a home base, based on where they teach their first class. Mileage will be reimbursed from their home base to successive sites served. Employees who are required in the course of their work to drive personal automobiles from one school building to another shall receive mileage reimbursement at the approved federal/state approved mileage rate and per IRS guidelines. The same reimbursement shall be provided for the use of personal automobiles for field trips or other business of the ISD when a vehicle is not provided. If a vehicle is provided, including shared ISD vehicle use, and the employee chooses not to use it, the employee shall not receive mileage reimbursement; however, they will be compensated for actual personal gas used. Due to lack of space in a vehicle, mileage will be reimbursed with prior written approval from the Supervisor or Director.
- B. Employees will be given assignments within five (5) days of employment. Changes in assignments may be made with a five (5) day notice to the employee(s) affected; however, no employee shall incur loss of paid expenses as a result of realignment for administrative purposes. Employees who move and incur greater expense costs shall not have that cost reimbursed by the Intermediate School District.

Section 2: Additional expenses will be reimbursed employees for out-of-district travel providing the travel is approved in advance. Additional expenses claimed must be reasonable and receipts must be returned for all expenses.

ARTICLE XIX

Jury Duty

Section 1: Any employee who is selected to serve on jury duty shall be excused from work without use of any leave, and shall be paid the difference between jury duty fees and their salary for each working day served.

ARTICLE XX

Grievance Procedure

Section 1: Terms

A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

Section 2: The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

For all employees:

- A. ~~Employee evaluation content.~~
- B. The non-renewal of a probationary teacher.
- C. Areas that have been defined as Board rights or prerogative as itemized in this Agreement.
- D. Any board adopted policies.

For tenure positions only:

- E. Prohibited subjects of bargaining
- F. Layoff/Recall; assignment; discipline; discharge; merit pay; evaluations.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, excepting exclusions listed above, may be processed as a grievance as hereinafter provided. Each written grievance shall be:

1. Signed by the grievant or grievants.
2. Be specific as to the facts giving rise to the grievance, the section of the contract alleged to have been violated, the date of the alleged violation, and the relief requested.

Section 3: Grievance Procedure

Level 1: Within ten (10) working days of the alleged violation, the grievant shall first discuss the alleged grievance with the supervisor immediately responsible. The employee may be accompanied by a representative of the Association if he/she desires.

Level 2: If the grievance is not resolved at Level 1, the grievant shall state the grievance in writing on an Association form which will be delivered to the grievance committee of the Association. If processed beyond Level 1, the grievance must have been filed within fifteen (15) working days of the occurrence giving rise to the specific grievance, and so delivered to the immediate supervisor, or it shall be invalid and not accepted. Within five (5) working days (defined as Monday to Friday, inclusive, excluding recognized legal holidays), the supervisor shall meet with the Association's grievance committee. Within five (5) working days after such meeting, the supervisor shall deliver a written disposition of the grievance to the committee.

Level 3: If the grievance is not resolved at Level 2, within ten (10) working days the grievance committee shall so note in writing on copies of the grievance form and the administrative disposition, and deliver the writings to the superintendent. Within ten (10) working days the superintendent or his/her delegate shall meet with the grievance committee. Within ten (10) working days after such meeting, the superintendent shall deliver a written disposition of the grievance to the committee.

Level 4: Within ten (10) working days from a non settled grievance at Level 3, the grievance committee may submit said grievance to the Board for their consideration at the next regular Board meeting. Within ten (10) working days from Board consideration, a written disposition will be given to the grievance committee on its findings.

Level 5: If the grievance is not resolved at Level 4, the Association shall, within ten (10) working days of receipt of the Board decision, request in writing of the Superintendent that the grievance be submitted to arbitration. If the parties cannot agree on the selection of an arbitrator within five (5) working days after such request, an arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. Arbitration costs shall be shared equally by the Association and Board. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Section 4: If any of the time requirements specified above are not met by the District, the grievance will automatically be moved to the next step. If any of the time requirements of the above procedures are not met by the Association, the grievance shall be dropped.

Section 5: A working day shall be defined as instructional days during the school year, and days when the superintendent's office is open during the summer.

ARTICLE XXI

Compensation

Section 1: The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September (after the initial year) for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life, and long term disability benefits are still subject to this collective bargaining and are listed elsewhere in this contract. The Board shall provide ~~PAK A~~ insurance benefits ~~as described below~~ for a full 12 month period ~~for each year of the contract years~~, with internal and external coordination of benefits for dental and vision insurance only. An employee must be working at least half-time to qualify for PAK benefits. Employees receiving PAK A shall pay 20% of their health insurance premiums. Employees not electing health insurance coverage will select PAK B, which is covered at 100%. Beginning in the 2019-2020 school year, employees will receive the health insurance coverage under the previous contract until the transition to the ABC 1/HAS UPAPA plans begin in January of 2020.

PAK A for employees electing health insurance benefits:

Health	ABC 1, ABC Rx prescription card, \$1,300-\$2,600 annual in-network deductible HSA – Pre-funded by January 1 of each year
Negotiated Life	\$40,000 AD&D
Vision	VSP-3 Plus Platinum
Dental	100/90/90/90:\$2000 Two cleanings per year No adult ortho

PAK B for employees not electing health insurance:

Negotiated Life	\$40,000 with AD&D
Vision	VSP-3 Plus Platinum
Dental	100/90/90:\$2000 90:\$2000 Two cleanings per year No adult ortho

Changes in family status shall be reported to the school business office within twenty (20) days of such change (addition to the family, change in marital status, death, child leaving dependency, child over age, etc.).

Any costs greater than the employees contribution shall be subject to payroll deductions. The district shall be the policy holder.

Section 2: Any employee covered under this agreement within the system who does not choose to be covered by the provided hospitalization plan, choosing PAK B instead, shall receive an amount equal to the PAK A single subscriber amount. Amounts will be prorated for part-time employees.

Section 3: The salaries covered by this Agreement are set forth in **Appendix A** which is attached to and incorporated in this Agreement subject to the provisions of this Agreement.

Section 4: The schedule is based on 185 days in-school year contract calendar.

Section 5: Employees working beyond the 185 days of the calendar shall be paid an hourly rate based on a proration of their regular salary for that year. Employees assigned extra duties above their normal workload, with written administrator approval, shall be compensated for each hour at their regular hourly rate. (This article addresses those situations outside of Schedule B).

Section 6: Education Increments

Credits, industry standard training hours, or similar requirements necessary to maintain certification that earned throughout the year will be reimbursed twice per year (September and January). Payments no greater than the Northern Michigan University credit rates shall be paid to an employee for each semester hour of credit earned at a college or university when the credit(s) earned relate to his/her area(s) of employment responsibility. Approval for credits, industry standard hours, or similar requirements, must be made prior to enrollment by the Superintendent. Employees receiving credit reimbursement agree to remain employed by the GOISD, or will reimburse the GOISD for any credits taken in the last five years of employment. Employee reimbursement back to the GOISD are null and void under the following conditions: retirement, discontinuation of a program, or layoff. Employees wishing to apply for a pay schedule increment increase must have their department director's prior approval and shall apply as follows:

- A. On or before September 1st of each year, employee may request the increment for hours earned from January 20th through September 1st of each year.

B. On or before January 20th of each year, employee may request increment for hours earned between September 1st and January 20th of each year.

In all cases, employees must have their next year's contract signed for the September payment and be under contract for the balance of the year for the January 20th payment.

Staff Development: Employees attending staff development activities with prior administrative approval shall have the fees and their expenses paid. If the fees and expenses of these activities are paid by another source, duplication of payment shall not be made by the ISD. If partial fees and expenses are paid by another source, the ISD will pay the remaining balance.

SCECHs: Upon prior approval of the employee's immediate supervisor, employees shall be reimbursed for the cost of taking State Continuing Education Clock Hours (SCECHs). No more than forty (40) SCECHs per employee, per school year, shall be reimbursed, unless special approval is granted by both the department director and the superintendent.

Section 7: Damage to Glasses

The Board will pay to repair or replace teachers' glasses if the damage is the direct result of student actions.

Section 8: Early Retirement Incentive

Any bargaining unit member who has at least ten (10) years of service to the District and retires under MPERS shall be eligible for a Board paid early retirement incentive. Bargaining unit members electing to retire in accordance with this article must retire at the end of the year in which they become eligible to retire through the Michigan Public School Employees Retirement Systems. If a person is retiring prior to June 30th of any given year, in order to qualify for the incentive they need to notify the superintendent, in writing, 60 days prior to retiring. It shall be the bargaining unit member's responsibility to accurately notify the Board of his/her eligibility to retire. Qualifying bargaining unit members who do not opt for this incentive shall forfeit the right to early retirement incentive under this article. Generic, military, or other purchased service time are not to be included in the calculation for qualifying for retirement, unless at the discretion of the employee. The retiring bargaining unit member shall receive an \$18,000 payment spread over three (3) years as follows:

Year 1	\$6,000
Year 2	\$6,000
Year 3	\$6,000

(This amount shall be prorated for part-time employees)

Payments shall be made as a lump sum in September of each year following retirement.

Section 9: Health Savings Account

The Board shall adopt ABC-4 Health Savings Accounts (HSA) for medical reimbursements in accordance with IRS requirements. The Board shall be responsible for administering the plan. The Board shall provide to an individual's HSA, by January 1st of each year, the PAK A deductible amount for employees electing PAK A coverage.

ARTICLE XXII

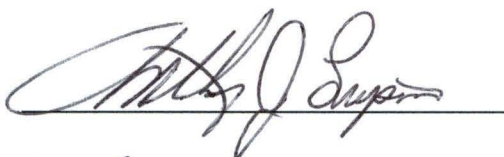
Duration of Agreement

This Agreement shall be effective beginning August 26, 2019, and shall continue in effect until August 26, 2021.

The acceptance and approval of the Master Agreement by the Gogebic-Ontonagon Intermediate School District Education Association, representing the professional employees of the Gogebic-Ontonagon Intermediate School District, and the Board of Education of the Gogebic-Ontonagon Intermediate School District is attested to by the following signatures, dated this 21st day of August, 2019. If an emergency financial manager is appointed by the State under PA 4 of 2011, fiscal accountability act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. The authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

FOR THE GOGEBIC-ONTONAGON ISD
EDUCATION ASSOCIATION:

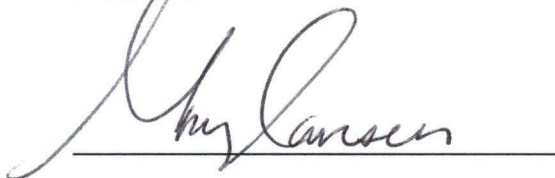
FOR THE GOGEBIC-ONTONAGON
ISD BOARD OF EDUCATION:



President



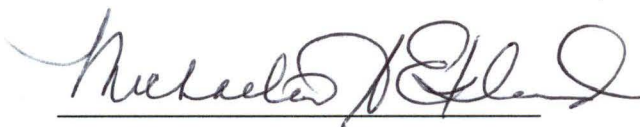
President



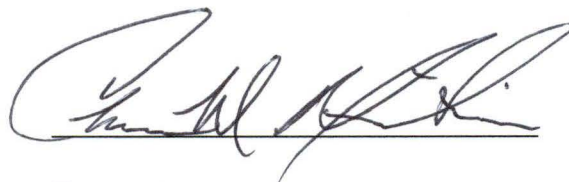
Vice President



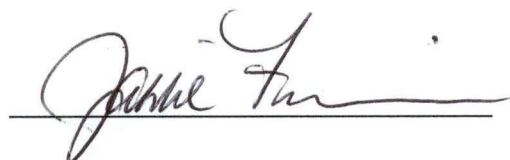
Vice President



Treasurer



Treasurer



Secretary



Secretary

SCHEDULE A

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT

2019-2020

STEP	BA/BS	BA/BS+20	MA/MS	MA/MS+20	MA/MS+30 / <u>LMSW</u>	SPEC./ BCBA
<i>Calculation Factor for Partial Steps</i>	\$35,838	\$36,694	\$37,940	\$39,006	\$39,433	\$40,021
<i>Increment></i>	(2195)	(2303)	(2656)	(2656)	(2656)	(2656)
1 (Base)	\$38,033	\$38,997	\$40,596	\$41,662	\$42,089	\$42,677
2	\$40,229	\$41,300	\$43,252	\$44,318	\$44,745	\$45,333
3	\$42,424	\$43,603	\$45,908	\$46,974	\$47,402	\$47,989
4	\$44,619	\$45,906	\$48,564	\$49,630	\$50,058	\$50,645
5	\$46,814	\$48,210	\$51,221	\$52,286	\$52,714	\$53,302
6	\$49,009	\$50,513	\$53,877	\$54,942	\$55,370	\$55,958
7	\$51,204	\$52,816	\$56,533	\$57,598	\$58,026	\$58,614
8	\$53,399	\$55,119	\$59,189	\$60,254	\$60,682	\$61,270
9	\$55,594	\$57,422	\$61,845	\$62,910	\$63,338	\$63,926
10	\$57,789	\$59,725	\$64,501	\$65,566	\$65,994	\$66,582
11	\$59,984	\$62,029	\$67,157	\$68,223	\$68,650	\$69,238

Longevity Steps 14 through 16, add 6.5% of the employee's schedule track base to Step 11.

Longevity Steps 17 through 19, add 7.5% of the employee's schedule track base to Step 11.

Longevity Step 20+, add 8.5% of the employee's schedule track base to Step 11.

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT

2020-2021

STEP	BA/BS	BA/BS+20	MA/MS	MA/MS+20	MA/MS+30 / <u>LMSW</u>	SPEC./ BCBA
<i>Calculation Factor for Partial Steps</i>	\$36,376	\$37,244	\$38,509	\$39,591	\$40,025	\$40,621
<i>Increment></i>	(2228)	(2338)	(2696)	(2696)	(2696)	(2696)
1 (Base)	\$38,604	\$39,582	\$41,205	\$42,287	\$42,721	\$43,317
2	\$40,832	\$41,920	\$43,901	\$44,983	\$45,417	\$46,013
3	\$43,060	\$44,257	\$46,597	\$47,678	\$48,113	\$48,709
4	\$45,288	\$46,595	\$49,293	\$50,374	\$50,808	\$51,405
5	\$47,516	\$48,933	\$51,989	\$53,070	\$53,504	\$54,101
6	\$49,744	\$51,270	\$54,685	\$55,766	\$56,200	\$56,797
7	\$51,972	\$53,608	\$57,381	\$58,462	\$58,896	\$59,493
8	\$54,200	\$55,946	\$60,077	\$61,158	\$61,592	\$62,189
9	\$56,428	\$58,284	\$62,773	\$63,854	\$64,288	\$64,885
10	\$58,656	\$60,621	\$65,468	\$66,550	\$66,984	\$67,581
11	\$60,884	\$62,959	\$68,164	\$69,246	\$69,680	\$70,277

Longevity Steps 14 through 16, add 6.5% of the employee's schedule track base to Step 11.

Longevity Steps 17 through 19, add 7.5% of the employee's schedule track base to Step 11.

Longevity Step 20+, add 8.5% of the employee's schedule track base to Step 11.

1. Contract Length - 185 days in each school year for ~~2016-17, 2017-18, 2018-19~~ 2019-20 and 2020-21.
2. Insurance - as per agreement - Article XXI.
3. Mileage - as per agreement - Article XVIII, Section 2. Additionally, individual contracts will specify the home base assignment.
- ~~4. Adjusted schedule for 2016-17. Increase on-schedule base of 1.0% each year for 2017-18 and 2018-19.~~
4. Individual contracts will reflect steps past step 11 in order to reflect where an individual is relative to longevity.
5. Updated sick time and personal leave time balances shall be reported to members on paystubs. Official office records shall supersede paystubs.

SCHEDULE B

Flat Rate

Schedule B positions shall be posted internally. External postings shall occur if there are no internal candidates. Positions shall be posted each year. Any new positions shall be negotiated between the Association and Administration, and placed into a Letter of Agreement prior to implementation.

EarlyOn Service (3) Districts.....	\$5,000
Medicaid Billing Coordinator.....	\$5,000
Internship Supervisor.....	\$1,500
Mentor.....	\$1,000
Substitute based on administrative request.....	Additional pay at individual hourly rate.
Educational Technology Integrator.....	\$3,000
CTE Online Course Instructor.....	\$120 per student
CTE Job Shadow Coordinator for CTE Online Course....	\$120 per student
Parent Teacher Conferences.....	\$50.00/district conference. Maximum reimbursement - two per year. Must remain at the district building where the conference is being held for the entire conference period scheduled.
Additional Overload Assignments.....	Shall be mutually agreed upon by the Administration and the Association, and memorialized in writing through a letter of agreement prior to implementation.

INDIVIDUAL CONTRACT FORM

This agreement made and entered into this ____ day of _____, 20 ____ , by and between the Gogebic-Ontonagon Intermediate Board of Education, first party and _____ second party, in accordance with the Master Agreement between the Gogebic-Ontonagon Intermediate Board of Education and the Gogebic-Ontonagon Intermediate Education Association.

1. First party agrees to employ second party as _____ for the 20 ____ - ____ school year.
2. Second party hereby accepts said employment for said term and represents that he/she is qualified under the laws of the State of Michigan for said employment.
3. Second party agrees to conform to all provisions of law relative to the qualifications for said employment and to perform all of the duties thereof for the first party as required by law during the life of this agreement.
4. Second party hereby agrees to abide by the established policies of the Gogebic-Ontonagon Intermediate Board of Education and to work under the direction of and be responsible to appropriate supervisory personnel and the Gogebic-Ontonagon Intermediate Superintendent of Schools.
5. Salary of the second party during the term of this contract shall be _____, to be paid in ____ equal bi-weekly installments, this is represented as step ____ on the _____ scale of the salary schedule.
6. Special Provisions:

Employee

Board President

Date

Board Secretary

Superintendent, by Board Authorization

Letters of Agreement

1. Upper Peninsula Area Purchasing Agreement
2. Itinerant Staff Evaluations