

# Agreement

between the

OWENDALE-GAGETOWN AREA SCHOOL  
DISTRICT

and the

TRI-COUNTY BARGAINING  
ASSOCIATION MEA/NEA

July 1, 2016 – June 30, 2019



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This contract entered into the 30<sup>th</sup> day of June, 2016 between the Board of Education of the District of the Owendale-Gagetown Area Schools located in Owendale, Michigan, hereinafter called the "Board" and the Tri-County Bargaining Association (TCBA) hereafter called the "Association."

## **WITNESSETH**

Whereas, the Board and the Association recognized and declare that providing a quality education for the children of Owendale-Gagetown is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching services, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties recognize and that this document contains the complete and total agreement between the parties for the life of this contract.

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 I - RECOGNITION**

- A. The Board hereby recognizes the Association, also recognized as an affiliate of the Michigan Education Association and National Education Association as the sole and exclusive bargaining representative, as defined in Section II of Act No. 379 of the Public Acts of 1965 (Michigan) for the following certified personnel under annual contract with the Owendale-Gagetown Board of Education:

All certificated/licensed or legally qualified classroom teachers under contract in grades (K) through (12) including, but not limited to, teachers of Art, Music, Physical Education, Librarians, Counselors, Special Ed. and teachers on leave of absence.

Excluded from bargaining representation by the Association, and from the provisions of this contract, shall be:

Supervisors and administrative personnel, Athletic Director, substitute teachers, bus drivers, clerks, custodians, secretaries, aides, and all other similar positions.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this contract. It is further agreed that only the Owendale-Gagetown Board of Education and members of the Owendale-Gagetown Education Association (OGEA) may vote on ratification of this contract, or any other matters existing between the parties.
- C. Nothing herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or federal laws.
- D. This agreement shall remain in effect through the 2018-2019 school year, provided, however, that upon written notice to the other party, at least sixty (60) days prior to the first day of the termination of this Agreement, either party may request the re-opening of negotiation of any or all parts of this Agreement.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to other legally constituted rights of teachers.

## **ARTICLE II - TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board and OGEA hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection or to refrain from such activities. Under the law of the State of Michigan, the Board and OGEA undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or the lack of participation.

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- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
  - C. The Association and its members shall have the right to use school buildings or facilities at all reasonable hours for Association business with prior administrative approval. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members.
  - D. The Board agrees to furnish information to which the Association is legally entitled.
  - E. The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use. Such equipment will be used for educational purposes. The Association shall pay for the total cost of all materials and supplies incident to such use. The above mentioned equipment shall not be removed from the school building. The Association shall be held responsible for the repair and/or replacement of equipment which is lost, stolen, or damaged through use by the Association or its members.
  - F. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. The file is not to be removed from the office, and shall be read in the presence of the administration or designee.
  - G. Teachers shall be given copies of all documents in their files which might be used as reliance for action against them and shall acknowledge receipt of the same by their signature on the original document. Said signature does not indicate concurrence with the contents of the document, and shall be understood to indicate his/her awareness of the material. Teachers may meet with the Superintendent to review their personnel files.
  - H. The Association will be granted five (5) days per year to be used for Association business and the substitute teacher pay and employee retirement will be paid for by the Association. Additional Association days will be paid for by the Association.

### **ARTICLE III – PROFESSIONAL CONDUCT**

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, deficiencies in professional performance, or other violations in the school or on school grounds by a teacher, reflects adversely upon the teaching profession and creates undesirable conditions in the school building. Alleged breaches of professional conduct shall be promptly reported by the Administration to the offending teacher and possibly to the Association.
- B. The parties recognize the rights and responsibilities of tenured and probationary teachers. Probationary teachers shall work with administration as required by law. Tenured teachers shall not be disciplined, reprimanded, suspended, have a reduction in compensation, or dismissed for reasons which are arbitrary or capricious.
- C. All information forming the basis for the disciplinary action shall be made available to the teacher and the Association as soon as possible upon the written request of the teacher.
- D. Teachers will be entitled to have a representative of the Association present during any misconduct conference. In no instance, will less than one (1) day notification be given of the conduct meeting.

### **ARTICLE IV - BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management, the administrative control of the school system and its properties and facilities.
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, for their dismissal or demotion; and to promote, and transfer all such employees.
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

- (4) To advise upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers in the school; and school related activities, within reasonable limits.
- (5) To determine class schedules, the hours of instruction, and the duties responsibilities, and assignments of teachers in the school; and school related activities, within reasonable limits.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection where with shall be limited only by the specific and express terms of this Agreement, the past practices of the parties, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the United States.

#### **ARTICLE V - PROFESSIONAL COMPENSATION**

- A. The following legal holidays shall be observed and all schools closed: New Years' Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and other days designated by the Board.
- B. A teacher engaged during the school day in negotiations on behalf of the Association in the Owendale-Gagetown School District, with any representative of the Board, or any teacher necessary to the grievance procedure, including arbitration on behalf of the bargaining unit member(s) in the Owendale-Gagetown School District shall be released from regular duties without loss of pay.
- C. Teachers will not lose personal or sick leave time when school is closed due to an act of God. A teacher's daily rate of pay shall be determined by dividing the teacher's base salary by the total number of teacher scheduled contract work days.
- D. In the event that a teacher is asked to teach a class during their prep time for the full semester/year, their compensation for that extra teaching period will be calculated by dividing their base salary by the scheduled number of teacher days and then by dividing that number by (6). This amount will be payable each pay period.
- E. Teachers participating in school improvement activities, such as School-To-Work, Sex Education Advisory Committee, Phase Work in Curriculum Development, or School Improvement Team, which occur outside of the normal work day, shall be paid at the same rate as the school improvement activities pay rate.



These positions will be filled at the discretion of the administration. Whenever possible, those individuals who have served on the said committees will be retained.

## **ARTICLE VI - TEACHING HOURS AND ASSIGNMENTS**

- A. The teachers' normal teaching hours shall be as follows:
- (1) Teachers will be at their assigned place of duty not later than ten (10) minutes before the start of the student school day unless permission is granted by an Administrator.
  - (2) Teachers shall leave school no earlier than fifteen (15) minutes after the end of the student school day unless permission is granted by the Administration. The current student school day starts at 8:00 AM and ends at 3:00 PM. The Administration has the right to adjust the start and ending times of the student school day but would have to have a mutual agreement with the OGEA to change the length of the student school day if the time would exceed 7.5 hours.
  - (3) All teachers shall have a duty free lunch period of thirty (30) minutes. All reasonable requests will be granted to teachers who need to leave during their lunch period.
  - (4) Whenever possible, Art, Music, Spanish and Physical Education shall be used as preparation time by the elementary classroom teachers. Every effort will be made to provide the elementary classroom teachers with preparation time that is within twenty (20) minutes per week of the secondary teachers' weekly preparation time.
  - (5) Elementary level teachers shall have a duty free recess period of thirty (30) minutes.
- B. The Board recognizes the principle of a standard forty-hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. Teachers are encouraged to support the Owendale-Gagetown students and community by attending sports, concerts, banquets and other after school activities. The Board will not require teachers to work in excess of such standard workweek within or outside of any school building. Daily preparation for effective teaching, correcting papers, attending faculty meetings, and similar activities require many hours of application outside the classroom and add to the professional

responsibilities of the teacher; in addition, teachers are encouraged to attend after school activities.

- C. The high school normal day shall include four (4) teaching periods and one (1) preparation period on a trimester schedule. When a semester schedule is in place either a six (6) or seven (7) period day may be used with one (1) of the periods set as a preparation period. Students will only be assigned to teachers during their prep period per mutual agreement.
- D. Each teacher will receive a copy of the tentative schedule for the upcoming school year at the end of each school year.

## **ARTICLE VII - TEACHING CONDITIONS**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size, wherever practical, should not exceed the following maximum:

(1)	Kindergarten	25 students
(2)	Elementary School Grades	30 students
(3)	Secondary	30 students
(4)	Split Classes (1st - 5th)	23 students
(5)	Per State/Federal Guidelines	15 students

If an individual class exceeds the ratio listed above, the individual teacher may request a meeting to discuss possible alternatives to resolve the overage. For each day an elementary teacher has students in excess of the number stated in this paragraph, the teacher will be reimbursed \$5.40 per student. Secondary teachers will be reimbursed at the rate of \$0.90 per student per membership period for students in excess of the number stated in this paragraph.

- B. Teachers in grades 6-12, who are to be assigned two (2) classes during the same period which require the preparation of a second set of lesson plans, will be involved in that decision. They will be paid an additional 1.5% of BA Step 1 for each occurrence each semester.

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- C. Teachers may be assigned up to four (4) correspondence or virtual high school students, each trimester (semester). This maximum may be exceeded by mutual agreement. For each student over four (4) the teacher will receive \$50.00 per semester.
- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. Under no condition shall a teacher be required to drive a school bus as part of his/her regular teaching assignment.
- F. The Board shall make available in each school, restroom and lavatory facilities.
- G. Teachers shall be entitled to rights of citizenship, and no religious activities of any teacher or lack thereof shall be grounds for any discipline or discrimination. The private and personal life of a teacher is not within the appropriate concern of the Board unless it negatively affects their teaching performance.
- H. The provisions of this Contract and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or associated with activities of any employee organization, or lack of membership. The Board and the Association pledge themselves to seek to extend the advantages of public education in every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- I. The teachers and administration will work together to analyze, evaluate and recommend curriculum changes that comply with the requirements of the state and federal governments, and best serve the students and community of the Owendale-Gagetown Area Schools. Decisions that are made by the Board of Education shall be considered as final.
- J. Each teacher will be given a lockable work space.

- K. A representative chosen by the OGEA upon request will be given a copy of the Board Agenda and the unofficial minutes from the previous month's meeting prior to each regular Board meeting.
- L. The administration may schedule two (2) or more parent/teacher conferences during the school year. The teaching staff will receive compensatory time equivalent to one hour for every hour scheduled by the Board for these conferences outside of the regular workday.
- M. The last day of exams each semester will be half-days for students. Teachers will be required to stay the full day to work on grades and end of semester tasks. No Professional Development may occur during these half-days.

#### **ARTICLE VIII – TEACHER VACANCIES**

- A. When a vacancy occurs during the school year, a posting will be made by the administration in the lounge and mailbox areas. When a vacancy occurs during the summer a posting will be e-mailed to each teacher using the school e-mail address.
- B. Any teacher may apply for such vacancy.
- C. Teachers will be notified in writing of their reasonable assurance of work for the upcoming year prior to the end of the current school year.

#### **ARTICLE IX - PAID LEAVE**

##### Paid Leave

- A. At the beginning of each school year, certified personnel shall be credited with ten (10) sick days with unlimited accumulation. Should a teacher's employment terminate during the school year, that teacher will receive a proportionate deduction from their final paycheck for any used, but unearned, sick leave. The following formula will be used: One (1) sick day shall be deducted for every eighteen (18) days not worked. This deduction will not apply to teachers laid off by the board. Teachers who use partial days shall have the appropriate fraction of a day deducted ( $1/6$ ,  $1/3$ ,  $1/2$ ,  $2/3$ , or  $5/6$ ).

Days to be used for the following reasons:

- (1) Personal illness or disability.
- (2) Illness or disability of immediate family for up to ten (10) days per year however the ten (10) days per year may be increased upon approval of the superintendent.

Immediate family is defined for this Article as: spouse, child, step-child, foster children, sibling, mother, step-mother, father, step-father, father-in-law, mother-in-law, and grandparents.

- B. It shall be written on the teacher's check/direct deposit voucher when he/she required a substitute and also it shall be written on his/her check/direct deposit voucher at the beginning of the new contract year, the number of sick days he/she has accumulated.
- C. The Board retains the right to verify the illness of any teachers. Teachers who are absent for six (6) consecutive work days may be required to be examined by a Board appointed physician or other appropriate medical personnel. Medical approval may be required prior to said teacher's return to work. Said costs will to be paid by the Board unless it is verified that the employee was not ill during the time of absence.
- D. Teachers may have three (3) personal business days, with Administrative notification. A fourth (4<sup>th</sup>) personal business day may be granted by the administration upon a written request by a teacher to the administration. If a fourth personal business day is granted by the administration, that day will be exchanged for a sick day. One (1) personal business day will be deducted for every sixty (60) days not worked. This deduction will not apply to teachers laid off by the Board. Business days must be applied for in writing, at least three (3) working days in advance of the day needed, unless an emergency situation exists. Business days will not be granted for the day before or the day after a vacation period, unless it is deemed, by the teacher and the superintendent, to be an emergency situation. Unused business days will be converted to sick leave days at the end of each year.
- E. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
  - (1) A maximum of five (5) days per school year for a death in the immediate family. Immediate family is defined for this Article as father, step-father, mother, step-mother, spouse, child, step-child, grandchild, step-grandchild, grandparent, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, step-sister, step-brother, foster child living in the household, or person acting in the place of the parent.
  - (2) Up to two (2) additional days per year may be used for a death other than in E (1). These days are not accumulative. Teachers shall furnish a funeral card.

- (3) Court appearance as a witness in any case connected with the teacher's employment or the school, whenever the teacher is subpoenaed to attend any proceeding. If the teacher is released early the teacher will contact the principal about whether the teacher should return to work.
- (4) Whenever any bargaining unit member is called for jury duty during school hours. If the teacher is released early the teacher will contact the principal about whether the teacher should return to work.
- (5) Approved visitation at other schools or for attending educational conferences or conventions, not to exceed three (3) days.
- (6) Time necessary to take the selective service physical examination.

#### **ARTICLE X - UNPAID LEAVES**

- A. A leave of absence may be granted to any bargaining unit member upon application, for the purpose of study relating to the teacher's licensed field.
- B. A leave of absence may be granted to any bargaining unit member, upon application, for the purpose of study to meet eligibility requirements for certification/license other than that held by the teacher.
- C. A leave of absence may be granted to any bargaining unit member, upon application, for the purpose of engaging in research or a special teaching assignment involving probable advantage to the school system.
- D. A leave of absence shall be granted to a teacher for the purpose of childcare. The subject child of the leave must be: (1) newborn, (2) newly adopted, or (3) terminally or seriously ill.

Teachers requesting a child care leave for up to one year commencing at the beginning of the school year must, if possible, do so in writing thirty (30) calendar days prior to the requested leave.

Said leave may be extended, upon written application and approval by the Board of Education.

A teacher taking a child care leave must provide a statement of a return to work date to the Board at the time the leave is requested. Should the teacher fail to return to work, or secure an approval for extension not later than thirty (30) working days prior to the return to work date, the teacher's

failure shall constitute a resignation and all claims and benefits with the District shall cease.

- E. Sabbatical leave may be granted upon application in the seventh year of service in the school system, for a period of one year.
- F. A personal leave of absence of up to one year may be granted to any bargaining unit member.
- G. A bargaining unit member who is unable to work because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request by the bargaining unit member. Return from said leave after two (2) years will be to an available position.
- H. A teacher applying for an unpaid leave shall provide a return to work date to the Board. Should the teacher fail to return to work, or secure an approval for extension not later than thirty (30) working days prior to the return to work date, the teacher's failure shall constitute a resignation and all claims and benefits with the District shall cease.

#### **ARTICLE XI - TEACHING EVALUATION**

- A. The evaluation shall be discussed with the teacher and signed by the teacher once the performance rating is included. The teacher's signature does not indicate agreement with the evaluation.

#### **ARTICLE XII – TEACHER/STUDENT RELATIONS & PROPERTY LOSS**

- A. It is expected that teachers, acting in a reasonable and appropriate manner, will be supported by the administration in their efforts to maintain authority and effectiveness in their classroom and in common areas (halls, library, cafeteria, etc.). The administration will back the teachers, as appropriate, in their efforts to maintain student discipline and classroom control. The administration will work with the teacher to make appropriate referrals to special education, and/or other personnel/agencies, as necessary to provide services to individual students when needed.
- B. Should a teacher be absent from their assignment as a result of an incident involving a student, the lost time for the purposes of any legal action shall not be charged against the teacher. However, the lost time shall be charged against the teacher should the teacher be disciplined for inappropriate behavior or negligence (or be found guilty of a crime) as it relates to the specific incident.

- C. Should a teacher, while on duty, incur a loss due to damage or destruction of personal clothing or property as a direct result of an incident involving a student, they will be reimbursed for their loss up to \$300. However, damage or loss which occurs in performing routine lessons or daily tasks shall be excluded from reimbursement.
- D. Teachers shall exercise reasonable care with respect for the safety of pupils and property. Teachers may be liable for damage and/or loss of property when it is found that they were negligent in the occurrence.
- E. It is expected that teachers will be courteous and respectful toward colleagues, staff, administration, parents, community members, and students. To this end teachers shall refrain from using inappropriate language, using inappropriate physical force, and/or taking other inappropriate actions toward anyone in this group while employed by the Board.

### **ARTICLE XIII - NEGOTIATION PROCEDURES**

- A. It is contemplated that matters not specifically covered by this contract but of common concern to the parties shall be subject of professional discussion between them from time to time during the period of this contract upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, and furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this contract, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party nor may each party select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the OGEA, and a majority of the Board of Education, 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 mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.



- E. If an Emergency Financial Manager is appointed by the State of Michigan under PA 4 of 2011, Fiscal Accountability Act, the Emergency Manager may reject, modify or terminate the collective bargaining agreement at his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

#### **ARTICLE XIV - PROFESSIONAL GRIEVANCE PROCEDURE**

- A. Any teacher, group of teachers or the Association, believing that there has been a violation, misinterpretation of any provision of this Agreement, Board policy excluding prohibited subjects of bargaining, or law may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the principal and the Superintendent or when the nature of the grievance is such that it should be initiated at the Superintendent level.
- B. The Association shall designate one representative to handle grievances. The Board designates the principal to act at Level One, the Superintendent to act at Level Two, and the board Personnel Committee to act at level Three. A grievance may move directly to Level Two if the principal and superintendent is the same person.
- C. The term "days" as used herein shall mean days in which school is in session or weekdays in the summer.
- D. Written grievances shall contain the information as required in the Grievance Report Form. Any written grievance shall be in accordance with the above requirements.
- E. LEVEL ONE - A teacher or group of teachers or the Association with a grievance shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within ten (10) days to LEVEL TWO.

- F. LEVEL TWO - A copy of the written grievance shall be filed with the Superintendent or his designated agent. The grievance shall include the Articles allegedly violated, the underlying facts giving rise to the grievance and the relief sought. The Superintendent or his designated agent shall have a meeting within five (5) days, barring any emergency, with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of this

discussion, the Superintendent or his designated agent shall render his disposition in writing, transmitting a copy of the same to the Association representative, the appropriate building principal, and placing a copy in a permanent file in the office.

If no written decision is rendered within ten (10) days of the receipt of the written grievance at Level Two, or if the decision is determined to be unsatisfactory to the Association, the grievance may be filed at Level Three.

LEVEL TWO allows twenty-five (25) days maximum for the grievance to reach the Board. The grievance may not be amended after the superintendent (LEVEL TWO) level.

- G. LEVEL THREE - Upon proper application as specified in LEVEL TWO, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled, within twenty (20) days, public or private at the request of the grievant and as provided under Open Meetings Act. Within twenty (20) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) days after the initial hearing unless mutually agreed upon to extend the time limit.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

- H. LEVEL FOUR - Individual teachers shall not have the right to process a grievance at LEVEL FOUR.
- (1) If the Association is not satisfied with the disposition of the grievance at LEVEL THREE, it may within ten (10) days after the decision of the Board or Superintendent if the Board is bypassed, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of the arbitrator, to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association which will likewise govern the hearing.
  - (2) Neither party may raise a new defense or grounds at LEVEL FOUR not previously raised or disclosed at other written levels.

- (3) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- (4) Powers of the arbitrator are subject to the following limitations:
  - (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - (b) He shall have no power to decide the termination of services, discipline or failure to re-employ any teacher to a position on the extra-curricular schedule.
  - (c) He shall not hear any grievance previously barred from the scope of the grievance procedure and any matter for which there is an alternative forum established in the State or Federal Law.
  - (d) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- I. More than just one (1) grievance may be considered by the Arbitrator at the same time upon expressed written mutual consent.
- J. The cost of the Arbitration shall be borne equally by the parties and each party shall assume its own cost for representation.
- K. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on a grievance shall be barred.
- L. All presentations of grievances shall be held at times other than when a teacher or a participating Association representative is to be at their assigned duty stations unless mutually agreed.
- M. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments, and the Arbitrator shall have no power to order one.

- N. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

**ARTICLE XV - INSURANCE PROTECTION**

- A. The Board shall provide an insurance benefit to teachers through MESSA. The teacher will have a choice of the following MESSA plans: Choices II or the ABC Plan. The medical insurance portion of the insurance will be subject to the hard cap provisions in the current law and pro-rated for any part-time or part-year employee. Dental, Vision, Life and LTD premiums will be fully funded by the Board. The benefits will be:

Plan A	Plan B
MESSA Choices II \$10/\$40 co-pay on prescriptions with Adult Immunizations, \$300/\$600 deductible \$20 office visit	
Delta Dental Class I, II, III 80/80/80 annual max, \$1,000 Class IV, \$1500 lifetime max.	Same Dental as Plan A
MESSA VSP III	MESSA VSP III
\$40,000 Life w/AD&D	\$40,000 Life w/AD&D
LTD 66 2/3%, \$4000 Max 90 Calendar Days – Mod. Fill Pre-existing condition waiver Freeze on Offsets Alcoholism/Drug – same as any other illness Mental/Nervous – same as any other illness	Same LTD as Plan A
ABC Plan Deductible: \$1300/\$2600 Saver RX drug card	

A teacher’s insurance coverage shall begin with their enrollment in the Board’s insurance plan following their initial hiring. Each “year” of coverage will end on June 30<sup>th</sup> with the subsequent year of coverage beginning on July 1<sup>st</sup> of the same year. The coverage shall be for twelve (12) months for the employee and his/her entire family and any other eligible dependents as defined by MESSA. The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open

enrollment. In the event that an employee participates in a buy-out/severance plan offered by the Owendale-Gagetown Board of Education, the employee will receive insurance benefits for sixty (60) days past the end of employment. The employer will sign an employer participation agreement.

Any teacher who is covered by another plan, the premiums for which are not paid by the Board, shall receive \$458.33 monthly with a total of \$5500 per year to apply to a qualified investment or retirement account, or cash in lieu of premium pursuant to an I.R.S. Section 125 Plan. Any amount exceeding the Board subsidy shall be payroll deducted. If a husband and wife are both members of this bargaining unit, no more than one shall elect health insurance coverage.

## **ARTICLE XVI - SENIORITY**

- A. New employees hired by the Board shall be considered as probationary teachers, as prescribed by the Tenure Act.
- B. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's first day of work (if the first day is a holiday, said day is the first day of work) since the most recent date of hire. All bargaining unit members shall be ranked on the list in the order of their first day of work, as above defined. In the circumstance of more than one individual having the same first day of work, all individuals so affected, will be placed on the seniority list by the date and time of hire.
- C. The seniority list shall be published and posted conspicuously in all buildings of the District by October 15th of each school year. Challenges to placement on the seniority list to be made by November 15th of each year. Absent challenges the list will be certified by the Association and the Board. Revisions and updates of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- D. All seniority is lost when employment is severed by resignation, retirement, or discharge; however, seniority is retained if severance of employment is due to lay-off. In cases of lay-off, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of lay-off. Leaves of absence shall not constitute an interruption in continuous service. If an employee is taking a Leave of Absence to prevent a layoff of another teacher, and it is granted by the Board, they shall accrue seniority; otherwise, their seniority shall be frozen at their current level. Leaves of Absence shall not constitute an interruption in continuous service.

**ARTICLE XVII - MENTORS**

- A. Probationary teachers shall be assigned mentor teachers per the requirements of the Michigan School Code.
1. The mentor teacher shall be a tenured teacher. Qualified Association members shall be given preference.
  2. General criteria in selection are recommended to include:
    - A. Minimum of five (5) years teaching.
    - B. Same background in major area of instruction (i.e. elementary to elementary, secondary to secondary when possible).

Mentors, although not directly involved in evaluation, shall meet with the probationary teacher and the administration in a collaborative effort to define the strengths and weaknesses of the teacher.

- B. Participation as a mentor teacher shall be voluntary. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it's in the best interest of the parties.
- C. Mentor teachers shall be required to keep a log of activities which will show at a minimum the following:
1. Type of activity (meeting, in-service, observation, etc.).
  2. Date activity occurred.
  3. The amount of time the activity required.

**ARTICLE XVIII - RETIREMENT**

Retirement - Both parties agree to follow state and federal guidelines as set by the state and federal law.

**ARTICLE XIX - NO STRIKE CLAUSE**

The Association agrees that it shall not authorize, engage in, condone, or ratify a strike, during the term of the Contract. A strike shall be defined to include slowdowns, boycotts, picketing, work stoppage of any kind including "mass" sickness, and other connected or concerted activities having the effect of interrupting work or interfering with the normal school business. Any employee involved may be subject to termination action.

**ARTICLE XX - MISCELLANEOUS PROVISIONS**

- 
- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number or website that they shall call or log onto before 6:30 a.m. to report unavailability for work, excluding excusable tardiness. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
  - B. Regular staff meetings will be scheduled twice a month, generally after the student school day ends, for a period of 45-60 minutes. A schedule of these meetings will be distributed to all teachers at the beginning of the school year.
  - C. Teachers shall not be required to attend school activities during school holiday times unless they are acting as a sponsor. Participation in all Appendix C activities is voluntary.
  - D. If the Association requests, within reasonable time limits, it shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall have the opportunity, in advance, to consult with the Board with respect hereto prior to general publication.
  - E. Individual teacher contracts shall adhere to the terms of this Agreement unless variations are mutually agreed to by the Board and Association. The provisions of this Agreement shall be considered and followed by the Board and Association in the daily operations of the District for the duration of the contract.
  - F. A final copy of this Agreement shall be signed by representatives of the Board and Association after ratification by both parties. The Board shall assume the responsibility of printing copies for distribution to the members of the Association.
  - G. If any provisions of this Contract or any application of the 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.
  - H. Individual sections of this contract may be reopened, and matters not currently included in this contract may be subject to negotiation, only by mutual agreement of the Board and Association.
  - I. Teachers will be allowed to wear jeans and school apparel on the last school day of the month.

- J. Teachers will be given comparable comp. time for Parent/Teacher conferences.

## **ARTICLE XXI - ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS**

- A. Scope. This Article applies to school district consolidations, annexations, dissolutions, property transfers, and to consortia in which the Employer may become involved. Unless otherwise indicated, all of these will be referred to as "reorganizations."
- B. Notice. The Employer shall notify the Association immediately whenever a district reorganization is contemplated, proposed, or under discussion with any other school district.
- C. Recognition. In the event the District becomes involved in reorganization with one or more districts or other entities, in whole or in part, the Employer will use every effort possible to assure the continued recognition of the Association (or one of its MEA affiliates) as the exclusive collective bargaining agent for the bargaining unit employees involved.

## **ARTICLE XXII - ACT OF GOD DAYS**

- A. The provisions set forth below shall be effective upon the execution of a new collective bargaining Agreement.
1. In the event the Michigan Department of Education or the Michigan State Legislature lawfully adopts rules, regulations or laws which require the make-up of some or all Act of God Days, the parties agree that teachers will receive their regular pay for days which are canceled, but shall work on the required rescheduled days with no additional compensation. Provided, however, the following procedures shall apply:
    - a. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Schedule C.
    - b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
    - c. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year



interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:

1. Use his or her personal leave.
2. Use his or her sick leave, or
3. Apply for unpaid leave time.

**ARTICLE XXIII - DURATION OF AGREEMENT**

This Agreement shall be effective as of the 1st day of July, 2016 and shall continue in effect for three (3) years until the 30th day of June, 2019. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties have caused this Agreement to be executed and signed by their duly authorized representatives this 25<sup>th</sup> day of July, 2016.

FOR THE BOARD

*Daniel Warrick*  
*Cheryl Good*  
*Matthew Roemer*

7/27/16  
 Date

FOR THE ASSOCIATION

*Richard D. Kain* MEA Snap  
*Kathleen Perdue* TCBA  
*Connie J. Suttler - Roemer*  
*Kayla Treib*

7-27-16  
 Date

**APPENDIX A - SALARY SCHEDULE**

**2016-2017 Step and \$50 Signing Bonus for 2015-2016 returning employees**

**2017-2018 Step**

**2018-2019 Step**

**2016-2019**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA/BA+30</b>	<b>MA+15</b>	<b>MA+30</b>
1	32512	33908	35139	36373	37531
2	33846	35477	36646	37954	40093
3	35191	36765	38149	39544	41117
4	36520	38187	39658	41127	42774
5	37875	39609	41181	42720	44416
6	39194	41072	42669	44308	46012
7	40524	42478	44176	45890	48304
8	41861	43891	45689	47582	49384
9	43196	45317	47189	49071	51053
10	44558	46738	48699	50652	52671
11	45921	48194	50215	52238	54492
12	47284	49653	51731	53826	56312

**2016-2017 \$366 Longevity Bonus For Step 18 or Higher**  
**2017-2018 \$200 Longevity Bonus For Step 18 or Higher**  
**2018-2019 \$400 Longevity Bonus For Step 18 or Higher**

**Longevity**

<b>STEP</b>	<b>2014-2016</b>
13-14	\$1,200
15-17	\$2,011
18-20	\$2,129
21-23	\$2,247
24+	\$2,450

- A. Credit may be given for up to the first five (5) years of experience at full credit for outside experience. No credit shall be given for a fractional part of a year.
- B. Increments (rails) will be granted during the life of this contract and the teacher will receive the appropriate increase in pay starting with the first pay of the school year. The teacher who believes they have earned an increment (rail) must provide the administration with documentation of the change before September 30<sup>th</sup>. Advanced degrees or hours for plus (+) levels on the pay schedule earned during the school year or not documented before September 30<sup>th</sup> will not be paid until the following school year.
- C. The plus (+) levels on the pay schedule shall refer only to hours earned after the attainment of teaching degree specified on the pay schedule (Bachelor/Master).
- D. Owendale-Gagetown teachers, upon death or who are vested in the Michigan Public School Employees Retirement System (teachers who have taught ten (10) years or more in Michigan public schools) when they voluntarily leave employment with the District, shall receive in pay one-third (1/3) of their accumulative sick days, based upon 1/183 of current salary determined by the salary schedule. Maximum allowable is \$7,000.
- E. Approved mileage in private car shall be reimbursed at the current IRS rate.
- F. Salaries shall be paid in twenty-one (21) or twenty-six (26) equal installments as elected by the employee, with the first payment to take place on the Friday of the second week of work, (see Appendix B) and continuing every other Friday thereafter until the 21st or 26th installment shall have been paid.
- G. The teachers upon receiving a Highly Effective or Effective rating on their annual evaluation will receive fifty (\$50) dollars in addition to the schedule payment in the last pay period in June.

## APPENDIX C - EXTRA CURRICULAR SCHEDULE

The following extra-curricular pay schedule is established to be used for each of the listed positions. The rate of pay is determined by multiplying the given percentage times Step One (1) of the BA base.

Extra-curricular positions are not tenured. When an opening occurs it will be posted internally for ten (10) calendar days prior to filling the position. Teachers who apply for an extra-curricular position will be given consideration. Decisions regarding the filling of vacancies shall be vested in the administration and Board whose decisions shall be final.

Extra-curricular assignments shall be for one (1) year/season. At the conclusion of that contract year/season the contracted individual may express their interest in returning to the position for the next year/season. The administration will make a recommendation to the Board to renew the contract or to post the position. The decision of the Board shall be final.

The extra-curricular list includes positions that may or may not be filled each year/season at the sole discretion of the Board.

### ATHLETICS

<u>Football</u>	Head Coach	9.32%
	Assistant Coach	6.66%
	Junior High	4.66%
<u>Basketball</u>	Head Varsity	9.32%
	Head JV	6.66%
	Junior High	4.66%
<u>Volleyball</u>	Head Varsity	9.32%
	Head JV	6.66%
	Junior High	4.66%
<u>Track or Cross Country</u>	Varsity	7.00%
	Junior High	4.66%
<u>Baseball</u>	Varsity	7.00%
	<u>Softball</u>	Varsity
<u>Golf</u>	Varsity	3.75%
<u>Cheerleading</u>	High School	5.32%
	Junior High	2.00%

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<u>Band</u>			
	Marching		4.00%
	Pep Band, Concerts & Competitions		4.50%
	Trips & Parades		3.11%
	Summer Band (if available)		3.11%
<u>Drama</u>			
	All School Play	Director	5.25%
<u>Debate/Forensics</u>			
	Debate	Coach	4.00%
	Forensics	Coach	4.00%
<u>Publications</u>			
	Yearbook	Advisor	7.00%
<u>Class Sponsors</u>			
	Freshman	Sponsor	1.67%
	Sophomore	Sponsor	1.67%
	Junior	Sponsor	2.5%
	Senior	Sponsor	2.00%
<u>Clubs</u>			
	N.H.S.	Advisor	2.66%
	Foreign Language	Advisor	1.55%
	F.F.A.	Advisor	1.55%
	SADD	Advisor	1.55%
<u>Mentoring</u>			
	Per Article XVIII	Per Year	\$500.00
<u>Substituting</u>			
	Prep Time Subbing	Per Class Period	\$ 20.25

**APPENDIX D - GRIEVANCE REPORT FORM**

Grievance # _____	School District Distribution Form:	1. Superintendent
		2. Principal
	Grievance Report	3. Association
		4. Teacher

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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**LEVEL II**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	Signature	Date
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C. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	Signature	Date
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D. Disposition of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	Signature	Date
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**LEVEL III**

A. Date Received by Board or Designee \_\_\_\_\_

B. Disposition of Board or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**LEVEL IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

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**APPENDIX E - CALENDAR**

- A. The annual school calendar will align as closely as possible with the Technology Center calendar, and with those of other districts with which programs and/or personnel are shared.
- B. The calendar will include 183 teacher work days, and 180 student attendance days. Teachers shall not be required to work additional days without compensation except as provided for in other Articles of the Master Contract. (A teacher's per diem rate shall be calculated by dividing their contracted salary by 183).
- C. The superintendent will meet with the Association annually (in the spring) to enter discussion with the intention of determining the next year's school calendar. If the parties fail to reach agreement the Board shall establish the calendar within the guidelines of the contract.
- D. Should legislation be enacted requiring more days and/or clock hours of attendance, the calendar will be increased by the number of day/hours needed to meet the requirement without added compensation for the additional work days/work hours.