MASTER AGREEMENT

BETWEEN THE

GOGEBIC-ONTONAGON INTERMEDIATE
SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

GOGEBIC-ONTONAGON INTERMEDIATE
SCHOOL DISTRICT EDUCATION ASSOCIATION

August 25, 2023-August 26, 2025

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ARTICLE I

Agreement

This Master Contract, entered into this_____, 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 and non-certified members as hereby listed.

Speech and Language Pathologists

Teacher Consultants

Less than Class Size Coordinator

School Social Worker

Occupational Therapist

Physical 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

GSRP Lead Teacher

Curriculum & Instruction Consultant

Distance Learning Teacher

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. The creation of a professional position that does not require a certificate, but would consist of traditional bargaining unit work shall be considered a bargaining unit position. Retirees or other permitted employees working in one of the recognized positions, or doing similar bargaining unit work, shall be recognized as bargaining unit members and subject to the provisions of this agreement.

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. Both parties agree to review this position as the recommendations of the special education study are implemented.

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: GSRP Teachers will be covered by the terms of the collective bargaining agreement pertaining to Itinerants between the GOISD and GOISD-EA. In situations where there is a conflict, both parties agree that the requirements of the MDE GSRP Implementation Manual must be followed until such time that the parties can come to mutual agreement on the impact of the legislated changes and memorialize contractual changes in writing.

Section 4: The probationary period shall be as defined in the Tenure Act.

Section 5: 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 6: 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

PAYROLL DEDUCTIONS

Section 1: 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.

Section 2: 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.

Section 3: 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: A maximum 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.

Employees shall remain available beyond their normal working hours for a total of an hour once a month. Such time will be used for the purpose of professional development, extended departmental meetings, and input on district initiatives. When necessary, the employees may participate via virtual methods. This time shall not be used for work relative to other regularly assigned duties. There may be months when this time is not needed, and employees will not be required to remain beyond normal working hours. A calendar indicating the dates and times of these meetings shall be jointly developed between the affected staff and administration prior to October 1st of each school year.

New employees shall participate in an 8-hour orientation session as a part of their initial contract with the district on a date agreed upon by the administration and the Association president or their designee. For employees hired prior to the start of the school year, the session will be held before the beginning of the annual opening professional development days. For staff hired during the school year, a date each semester will be scheduled. Participation in the orientation training by new hires is mandatory and employees shall be compensated their per diem if the time is an addition to, or outside of, the regularly scheduled workday.

The Association shall be granted an hour of the scheduled time to meet privately with the new employee to provide additional clarity on contractual benefits as well as other topics as determined necessary by the Association.

Section 2: 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. 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: GSRP Lead Teachers - GSRP staff shall have up to a 170 day contract. The program calendar shall be mutually agreed to between the GOISD and GOISDEA by July 1st of

each year and shall be in accordance with state law. The 170 day contract is to be used as follows:

a. 120 instructional days

b. 30 prep days

c. 15 "other" days as needed

d. 5 professional development days

GSRP Lead Teachers shall have one (1) non-student contact day per week in lieu of one (1) hour of preparation per day indicated in Section 1, above. On non-student contact days, GSRP Lead Teachers may leave the building for one (1) hour for their duty free lunch period.

Section 4: CTE Instructors - CTE Instructor days shall not be required to exceed eight (8) hours in duration during the regular work day, including time necessary for travel to and from Districts. They shall have at a minimum, thirty (30) minutes for duty-free lunch, and 30 minutes for other preparatory work, if travelling between districts.

For CTE Instructors residing in a single site, or within the same county, they shall maintain the requirements set forth in Section 1 of this Article.

Section 5: For itinerant staff, the normal hours shall be from 8:00 a.m. to 3:30 p.m. with a half hour duty-free lunch. 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 6: Appropriate office staff shall be kept informed of each employee's schedule during the employee's work day.

Section 7: 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 8: 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 9: 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 10: In the event of severe weather or an Act of God, which causes school to be closed, the following procedures will be followed:

A. The closing of the Intermediate School District program, including the office, will be handled by public announcement.

B. 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:

1. If the assigned school is open, report as usual.
2. 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:

1. If the school district in which the employee resides is closed by an Act of God, the employee may choose to report to another GOISD office, another school district, or work from their home. If all school districts are closed within the GOISD service area, or the GOISD main offices are closed, then employees need not report for work on that day.
2. Any employee who feels that the weather is unsafe to travel, but the school districts have not yet closed, shall contact their immediate supervisor and request to work from home. If given permission to work from home, the employee shall participate in scheduled meetings via a video conference platform.

C. Staff members are encouraged to contact the office, or administrator, if they have questions concerning the status of school closings.

D. No employee shall suffer financial loss due to school or office closings.

E. 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:

A. The evaluation of the performance of employees is the responsibility of the administration. In such evaluation, all monitoring or observations of employees shall be conducted openly.

B. 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.

C. 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.

D. 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.

E. 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.

F. IDP's and mentoring will continue until three consecutive ratings of "Highly Effective" or "Effective" have been established.

G. 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, with an appointment, 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.

ARTICLE X

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 XI

Discipline,Terminations, Vacancies, Promotions and Transfers

(This Article applies solely to Itinerant Employees)

Section 1: Discipline

Discipline shall be made only for reasons of just cause. 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. Itinerent Positions - Notice of Termination

1. Itinerent 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.

A. A vacancy shall be defined for purposes of this Agreement as:

1. The Board has determined a position exists that it wishes to fill, and

2. A position exists that is in excess of the total number of employees currently employed and

3. A position exists that was previously held by a bargaining unit member whose employment with the Board has been severed, or

4. A newly created position in the bargaining unit exists.

B. 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.

C. 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.

D. The Board reserves the right to establish vacancy procedures for tenurable positions.

E. The use of contracted services will not be used to displace association positions.

F. 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 XII

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 Itinerent 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 qualifications, and then 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, provided a more senior employee ~~is~~ qualified. 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 a qualified 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 for up to two years. Minimally Effective and Ineffective employees are not required to be recalled.

ARTICLE XIII

Seniority

Section 1: 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 employee covered under the collective bargaining agreement a seniority list by October 1st. Within thirty (30) calendar days of the posting/mailing, any objections to the list shall be filed. Employees will be required to sign after their names that they have seen the seniority list and concur with their individual seniority. (This may be done electronically as long as documentation can show that the employee verified the information.) After the thirty (30) day timeline has passed, the list will be considered final and conclusive.

ARTICLE XIV

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 XV

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 up to step 10 on the salary schedule at the discretion of the Department Director and Superintendent.

ARTICLE XVI

Child Care Leave

Section 1: Child care leave with pay is available to all employees upon request of the employee(s) for the birth or adoption of a child. Employees shall be compensated by the Board for two (2) weeks of leave per event, which shall not be deducted from any of their accrued leave. After two (2) weeks of child care leave, an employee may utilize time from their sick leave accumulation, utilize short term disability, or take an unpaid leave. The total 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: An employee desiring paid child care leave must submit a written notice for such leave to the Board of Education no later than thirty (30) days prior to the aniticpated leave. This notice shall specify the anticipated beginning and ending date of the leave.

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. Medical necessity shall be considered automatically approved.

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.

Section 5: Resumption of duties 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 return to work.

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, deemed a medical necessity by the employee's medical provider, or another

emergency arises for which there are provisions under this collective bargaining agreement (e.g. illness, death of a family members, etc.)

Section 8: Upon return from child care leave, the employee shall be restored to his/her same position.

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

ARTICLE XVII

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 XVIII

Personal and Bereavement Leave

Section 1: Employees shall be granted five (5) personal leave days per school year, needing no excuse. Personal leave requests must be sent to the employee's Department Director using the electronic leave tracking program at least three days in advance of the requested lelave day. 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 personal leave will be at the discretion of the Administration and shall be made on a consistent basis. When a substitute is necessary and there are not enough substitutes to cover prior requested leave, granting of leave shall be determined on a first request basis, based on substitute availability for the location served. Once the prior leave request is approved by the supervisor, the leave cannot be denied. Personal leave is not cumulative.

Section 2: Employees are allowed up to four (4) consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee'sspouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, grandparent, brother-in-law, sister-in-law, aunt, uncle, or spouse's grandparent, niece, nephew, or an adult who stood in loco parentis to the employee during childhood.

Employees are allowed one day off from regularly scheduled duty with regular pay for all other deaths that directly impact the employee.

Employees may use accumulated sick leave if days are needed beyond the amount allocated in this section.

ARTICLE XIX

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 XX

Mileage and Expenses

Section 1:

A. Itinerant employees shall be assigned to the first district in which they provide services on a given day, if they have a regularly set schedule for services. For itinerant employees whose schedule changes on a daily basis, they shall be assigned to their home office. Home office is defined as an employee's residential office. Itinerant employees may count mileage from their home office to each district/site served. 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 submitted to the immediate supervisor for all expenses.

ARTICLE XXI

Jury Duty

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

ARTICLE XXII

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. The non-renewal of a probationary teacher.

B. Areas that have been defined as Board rights or prerogative as itemized in this Agreement.

C. Any board adopted policies.

For tenure positions only:

D. Prohibited subjects of bargaining

E. 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:

A. Signed by the grievant or grievants.

B. 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. In all grievance proceedings, whether or not an employee is requesting association representation, the Association shall be notified of the grievance, and have the right to provide an Association representative to ensure that the provisions of the contract are maintained.

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 denied.

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 XXIII

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 insurance benefits for a full 12 month period, 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 Plan benefits. Employees receiving Plan A shall pay 20% of their health insurance premiums. Employees not electing health insurance coverage will select Plan 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 UPAPA plans begin in January of 2020.

<u>Plan A for employees electing health insurance benefits:</u>

Health	Choice of Plan A through the UPAPA
	HSA – One-half of the deductible amount shall be funded by January 1st of each year. An additional one-half shall be funded by July 1st of each year. Newly hired employees shall have the amounts prorated.
Negotiated Life	$100,000 Life with AD&D
Vision	VSP-3 Plus Platinum
Dental	100/90/90/90:$2000
	Two cleanings per year
	No adult ortho

<u>Plan B for employees not electing health insurance:</u>

Negotiated Life	$100,000 Life 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.).

In the event that an employee dies, the Board will continue all benefits for which the member was enrolled in for his/her surviving family members for a period of two (2) months, subject to the same contribution levels as when the employee was alive, except if the death would change the family census level. In that case, the benefits shall change accordingly between full family, two-person, or single coverage.

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: Salaries are set forth in **Appendix A**.

Section 4: The schedule is based on 185 days in-school year contract calendar, with the exception of GSRP Lead Teachers who shall have a 170 day calendar.

Section 5: Employees working beyond the 185 days (170 days for GSRP staff) 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: Employee Service Incentive

Any employee who has at least ten (10) years of service to the District and retires under MPSERS shall be eligible for a Board paid service incentive. 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 employee's responsibility to accurately notify the Board of his/her eligibility to retire. 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 employee shall receive a $20,000 base payment spread over four (4) years as follows:

Year 1 ..... $5,000

Year 2 ..... $5,000

Year 3 ..... $5,000

Year 4 .....$5,000

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

Employees who have 25 years or more of full-time service to the GOISD upon retirement will be eligible to receive a bonus of $5,000, paid to them as a fifth-year payment.

Employees who are eligible to receive the current early retirement incentive may elect to choose that option instead of the proposed service incentive through the end of the 2024- 2025 school year. Employees do not need to retire when they become eligible to do so in order to receive the service incentive.

Payments shall be made as a lump sum in September of each year following retirement. The employee shall sign a waiver and release (Appendix C) to be eligible for the early retirement incentive.

Section 9: Health Savings Account

The Board shall adopt 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, half of the PAK Plan A deductible amount for employees electing PAK Plan A coverage. The other half shall be provided to an individual's HSA by July 1st of each year. For new hires, the amount shall be prorated based on time remaining between previous payment and new payment.

Section 10: District Provided Daycare Services

Employees shall be offiered a 25% reduction in fees for daycare services through Little Learners Early Childhood Center. Placement in the daycare is at the option of the employee, and the decision to place or not shall have no impact on the employee's working conditions.

Section 11: Recruitment and Retention Payments

Recruitment and Retention Payments shall be made on the following schedule:

Completion of Year 1.....Annual payment of $1,000 added to the employee's salary

Completion of Year 5.....Annual payment of $1,500 added to the employee's salary

Completion of Year 10.....Annual payment of $2,000 added to the employee's salary

Completion of Year 15.....Annual payment of $2,500 added to the employee's salary

Completion of Year 20.....Annual payment of $3,000 added to the employee's salary

Completion of Year 25.....Annual payment of $3,500 added to the employee's salary

The years stated above are GOISD years of service under the GOISDEA collective bargaining agreement. Years of service from other districts, private companies, or any other experience shall not be counted towards acquiring recruitment or retention payments.

Beginning with the 2023-2024 school year, all employees who have served at least one year under the GOISDEA contract shall be granted the Year 1 payment specified above. Any employee who is reaching one of the other milestones (Year 5, 10, 15, 20, or 25) shall receive the respective dollar amount in addition to $1,000. These amounts shall be additional compensation carried over into subsequent years. When a new recruitment and retention milestone is reached, the additional compensation shall be permanently added to the individual employee's salary schedule, and shall continue year-to-year, and be compounded as additional milestones are reached.

Section 12: Four (4) professional development days, or the equivalent, shall be negotiated into the school year calendar. The parties agree to meet prior to May 1st of the preceding school year to ensure the calendar is completed for the ensuing school year.

One (1) professional development day, that is cost efficient and relevant, shall be a floating PD day where the employee can determine when and where it would be best to receive the professional development. The day must be taken between July 1st and June 30th of each school year. Documentation of participation shall be provided to administration.

ARTICLE XXIV

Duration of Agreement

This Agreement shall be effective beginning August 28, 2023, and shall continue in effect until August 25, 2025.

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 25th day of August, 2021. 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 Realtions Act (PERA).

FOR THE GOGEBIC-ONTONAGON ISD EDUCATION ASSOCIATION:

President

Vice President

Treasurer

Secretary

FOR THE GOGEBIC-ONTONAGON ISD BOARD OF EDUCATION:

President

Vice President

Treasurer

Secretary

SCHEDULE A

A. Salary Structure Overview

1. Certified employees can move on the structure following the process specified in 3 a-c.
2. Placement on the Salary Structure:
    a. GSRP Teacher
    b. Level 1CTE IND. EXP. BA / BS
    c. Level 2: BA/BS+20
    d. Level 3: MA/MS
    e. Level 4: MA/MS+20
    f. Level 5: BCBA; MA/MS+30; SPEC; LMSW; PhD.; Ed.D.
3. Movement on the Salary Structure: Certified employees can move on the structure following the process specified below:
    a. Individuals who hold a Bachelor's Degree may advance to Level 2 or 3 by meeting the following criteria:
        i. Completion of 20 graduate level credits related to a field in education to move to Professional 2;
        ii. Completion of an additional 15 graduate credits related to a field in education to move to Professional 3; or
        iii. Development and completion of a professional development plan approved by their department administrator and the Superintendent. SCECH's or additional certifications can be included as a part of this plan.
    b. Individuals who hold a Master's degree shall begin at Level 3 and may advance to Level 4 by completing any of the following:
        i. An additional 20 Graduate credits in an education related field; or
        ii. National Board Certification in their field; or

iii. Completion of a specialized training program related to their current position approved by their department administrator and the Superintendent. SCECH's or additional certifications can be included as a part of this plan.

c. Individuals who are at Level 4 may advance to Level 5 by completing any of the following

i. An additional 30 Graduate credits above a Master's in an education related field; or

ii. BCBA, LMSW, Specialst Degree, Doctoral Degree; or

iii. National Board Certification in their field; or

iv. Completion of a specialized training program related to their current position approved by their department administrator and the Superintendent. SCECH's or additional certifications can be included as a part of this plan.

4. GSRP Lead Teachers are not eligible to move to a different lane. Once Step 10 is reached, salary increases will be based on the percent increase negotiated for all certified employees.

2023-2024 Schedule A						
STEP	GSRP Lead Teacher	Level 1	Level 2	Level 3	Level 4	Level 5
Calculation Factor for Partial Steps	$ 32,785	$ 41,584	$ 43,290	$ 44,427	$ 44,882	$ 45,508
Increment	$ 1,936	$ 2,457	$ 2,833	$ 2,833	$ 2,833	$ 2,833
1	$ 34,720	$ 44,041	$ 46,122	$ 47,259	$ 47,715	$ 48,341
2	$ 36,656	$ 46,497	$ 48,955	$ 50,092	$ 50,547	$ 51,173
3	$ 38,591	$ 48,954	$ 51,787	$ 52,924	$ 53,380	$ 54,006
4	$ 40,527	$ 51,410	$ 54,620	$ 55,757	$ 56,212	$ 56,838
5	$ 42,463	$ 53,867	$ 57,452	$ 58,589	$ 59,045	$ 59,671
6	$ 44,398	$ 56,323	$ 60,285	$ 61,422	$ 61,877	$ 62,503
7	$ 46,334	$ 58,780	$ 63,117	$ 64,254	$ 64,710	$ 65,336
8	$ 48,269	$ 61,237	$ 65,950	$ 67,087	$ 67,542	$ 68,168
9	$ 50,205	$ 63,693	$ 68,782	$ 69,919	$ 70,375	$ 71,001
10	$ 52,141	$ 66,150	$ 71,615	$ 72,752	$ 73,207	$ 73,833
11	$ 54,076	$ 68,606	$ 74,447	$ 75,584	$ 76,040	$ 76,666

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.

GSRP Lead Teachers will remain in the GSRP column for the duration of employment and are eligible for longevity based on the following schedule: 15 years: $1,000; 20 years: $1,500; 25 years: $2,000.

2024-2025 Schedule A						
STEP	GSRP Lead Teacher	Level 1	Level 2	Level 3	Level 4	Level 5
Calculation Factor for Partial Steps	$ 33,276	$ 42,832	$ 44,589	$ 45,760	$ 46,229	$ 46,874
Increment	$ 1,965	$ 2,530	$ 2,917	$ 2,917	$ 2,917	$ 2,917
1	$ 35,241	$ 45,362	$ 47,506	$ 48,677	$ 49,146	$ 49,791
2	$ 37,206	$ 47,892	$ 50,424	$ 51,595	$ 52,064	$ 52,709
3	$ 39,170	$ 50,422	$ 53,341	$ 54,512	$ 54,981	$ 55,626
4	$ 41,135	$ 52,953	$ 56,258	$ 57,430	$ 57,899	$ 58,544
5	$ 43,099	$ 55,483	$ 59,176	$ 60,347	$ 60,816	$ 61,461
6	$ 45,064	$ 58,013	$ 62,093	$ 63,265	$ 63,734	$ 64,379
7	$ 47,029	$ 60,543	$ 65,011	$ 66,182	$ 66,651	$ 67,296
8	$ 48,993	$ 63,074	$ 67,928	$ 69,100	$ 69,569	$ 70,214
9	$ 50,958	$ 65,604	$ 70,846	$ 72,017	$ 72,486	$ 73,131
10	$ 52,923	$ 68,134	$ 73,763	$ 74,935	$ 75,403	$ 76,048
11	$ 54,887	$ 70,664	$ 76,681	$ 77,852	$ 78,321	$ 78,966

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.

GSRP Lead Teachers will remain in the GSRP column for the duration of employment and are eligible for longevity based on the following schedule: 15 years: $1,000; 20 years: $1,500; 25 years: $2,000.

1. Contract Length - 185 days in each school year for 2023-2024 and 2024-2025.
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. 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. Schedule B Positions are paid at a flat rate, regardless of the time needed to complete work associated with the position. Flat rates listed below are for full years and shall be prorated for partial year completion of duties.

Medicaid Billing Coordinator.....$8,500

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.....$150 per student

LSVA Instructor (6-12).....$1,500 for first 1-10 students;

$150 per student/semester beyond 10 students

LSVA Instructor (K-5).....$535 per class/semester

Music Therapist.....Hourly rate based on per diem

CTE Job Shadow Coordinator for CTE Online Course....$ 120 per student

Social Media/Website Manager.....$ 3,000 per school year

APPENDIX C

VOLUNTARY SEVERANCE PLAN
AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Voluntary Severance Plan Agreement and Waiver/Release of Claims (the "Waiver/Release") is entered into this ____ day of _____, 20__, by, between and among _____ (the "Employee"), the Board of Education (the "Board") of Gogebic-Ontonagon Intermediate School District (the "ISD") and the Gogebic-Ontonagon Intermediate School District Education Association (the "Association") in consideration of the mutual covenants and undertakings as recited below:

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the ISD's Voluntary Severance Plan ("VSP") and accepts the benefit and conditions of the VSP, as described in the Master Agreement between the Board and the Association. Employee further acknowledges and agrees that he/she has voluntarily submitted his/her resignation from employment with the ISD according to the terms and conditions of the VSP. Employee acknowledges and understands that he/she could have rejected the offer to participate in the VSP, and that such rejection would have absolutely no impact or consequences upon his/her current or future employment or status with the ISD.

2. Board acknowledges and agrees that it will provide the VSP benefit to Employee according to the terms and conditions of the Master Agreement and this Waiver/Release.

3. Employee acknowledges and agrees that in consideration of and in exchange for the VSP benefit, he/she hereby agrees to discharge, waive, and release Board (including its individual Board members, administrators, employees and/or agents) and Association (including its individual members, employees and/or agents) from any and all claims, charges, demands, and/or causes of action of any kind whatsoever arising during and from his/her employment with and/or from his/her separation and resignation from the ISD, that were not initiated prior to the execution of this VSP, including those for:

A. wrongful discharge; constructive discharge; breach of the duty of fair representation; discrimination with respect to disability, age, sex, religion, race, national origin, veteran, and/or marital status which may have arisen under the Federal Civil Rights Acts, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons With Disabilities Civil Rights Act, the Americans With Disabilities Act and Section 504 of the Rehabilitation Act; Whistleblower Protection Act; claims of retaliation of any nature; and all other pertinent state and federal laws;

B. personal injuries and/or damages, including those for infliction of emotional or mental distress, invasion of privacy, defamation, and/or injury to reputation.

4. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public School Employees Retirement System (MPSERS) to obtain any and all necessary information and confirmation of his/her retirement eligibility, as well as his/her anticipated benefits under the Michigan Public School Employees Retirement System, including any impact or consequence(s) of the VSP thereon, and has determined that the terms and conditions of the VSP are acceptable and satisfactory to him/her.

5. Employee acknowledges and agrees that Board (including its individual Board members, administrators, employees, and/or agents) and Association (including its individual members, employees, and/or agents) have not made any representations or provided any advice to him/her with regard to his/her eligibility for purchase of pension credits, receipt of pension benefits or the level of benefits he/she may be entitled to receive under the MPSERS.

6. Employee agrees that he/she will not attempt to hold any of the above parties responsible with respect to any dispute or controversy which may arise regarding his/her eligibility to purchase or receive benefits from the MPSERS as a result of his/her retirement and the acceptance of the VSP benefit. This does not affect Employee's right to pursue any such dispute with the MPSERS.

7. Employee is exclusively solely and entirely responsible for any taxation consequences resulting from his/her receipt of the VSP or the payment of the VSP benefit to him/her by Board.

8. Employee, who is selected to participate in the VSP, acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Waiver/Release, the decision to resign from the ISD, and to participate in the VSP. If Employee signs and returns this Waiver/Release prior to expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request to that effect has been made by either Board (including individual Board members, employees and/or agents) or by Association (including its individual members, employees and/or agents).

9. Employee acknowledges that he/she has a period of seven (7) calendar days following the signing of this Waiver/Release within which to revoke this Waiver/Release. Any such revocation must be delivered to the ISD's Superintendent's office on or before the expiration of this seven (7) calendar day period. If such revocation is made, Board shall have the right to immediately cancel the Employee's VSP participation. If such revocation is not made within the seven (7) day period, Employee's resignation becomes irrevocable without further action by any party.

10. Any waiver of age discrimination claims under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act shall not become effective or enforceable until the seven (7) calendar day revocation period has

expired. Also, this Waiver/Release does not waive any age discrimination claims that may arise after the date it is signed.

11. Employee acknowledges and agrees that he/she has been informed in writing of the employee's eligibility to participate in the VSP, any eligibility factors, and time limits applicable to receive payment of that benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible, or who have elected to receive the VSP benefit, and the ages of any individuals in the bargaining unit who are not eligible for the VSP benefit.

12. Employee acknowledges that he/she has been advised in writing to consult with an attorney prior to accepting and signing this Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other professional and personal consultation and advice from others of his/her own choosing with respect to the content, terms and effects of this Waiver/Release as well as the terms of the VSP.

13. Employee also represents that he/she has carefully read and fully understands all of the provisions of this Waiver/Release, and the VSP itself. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document, or in the VSP itself.

14. Employee represents that he/she has entered into this Waiver/Release and has submitted his/her resignation from the ISD, pursuant to the VSP, voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by Board (including its individual Board members, administrators, employees, and/or agents) nor by Association (including its individual members, employees and/or agents).

15. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level, or character of retirement or severance benefits which may or may not be available in the future to employees of Board in the bargaining unit represented by Association. Employee affirms that the terms of the VSP represent good and valuable consideration for his/her resignation of employment and relinquishment of tenure rights, irrespective of any separation or retirement incentive benefits or opportunities which may become available in the future to members of the bargaining unit represented by Association. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same or similar nature as this VSP may in the future be made available through the process of collective bargaining between Board and Association and expressly disclaims any reliance upon representations to the contrary.

16. Employee agrees that his/her eligibility for participation in the VSP has been derived from the collective bargaining process between Board and Association and that any asserted breach of the VSP, or this Waiver/Release shall be subject to resolution through the grievance procedure under the terms of the collective

bargaining agreement in effect between Board and Association at the time that the dispute arises.

17. Employee acknowledges and understands that his/her voluntary resignation is intended to preclude his/her application for and receipt of unemployment benefits under the provisions of the Michigan Employment Security Act and may be presented to disqualify him/her from receipt of unemployment compensation benefits as evidence of a voluntary termination of employment without cause attributable to Board. Should Employee make application for and receive unemployment compensation benefits or workers' compensation benefits attributable to his/her employment with the ISD, any amount paid to him/her pursuant to the terms of the VSP shall be reduced by the amount of any unemployment compensation benefits or workers' compensation benefits received by him/her which are chargeable to the ISD or its insurers.

18. Employee acknowledges and agrees that receipt of the final executed copy of this Waiver/Release, following the decision and action of Board to accept his/her resignation of employment with the ISD constitutes full and complete notice of the decision and action of Board with respect to Employee's resignation and separation from employment and also constitutes notice to him/her of the right of a tenured teacher under the Michigan Teachers' Tenure Act to appeal this decision and action of Board. Employee hereby specifically acknowledges notification to him/her that Article VI, Section 1 of the Michigan Teachers' Tenure Act provides:

> A teacher who has achieved continuing tenure status may appeal to the tenure commission any decision of a controlling board under this act, other than a decision governed by article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The tenure commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in article IV and in rules promulgated by the tenure commission.

19. Employee's signature on this Waiver/Release and a signed letter of resignation results in a resignation from and termination of his/her employment with the ISD and contains releases and waivers and relinquishment of rights that Employee would otherwise be entitled to, including tenure, employment and contract rights

20. Employee is hereby encouraged to carefully read this document, as well as the collective bargaining agreement and to have them reviewed by his/her attorney and accountant (or other tax advisor) before signing.

21. Employee's participation in the VSP (provided he/she satisfies the VSP eligibility criteria) is at Employee's option and at his/her sole discretion, since Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require any eligible employee to sign this Waiver/Release or to participate in the VSP. If anyone has made any statements which Employee interprets as

directly, indirectly or "constructively" requiring him/her or encouraging him/her to sign this Waiver/Release, or to participate in the VSP, Employee is hereby specifically informed and advised that he/she should not rely on such statements, since they do not constitute the position of the ISD.

22. If anyone has informed Employee that no other retirement or severance benefits may become available to Employee in the future should Employee not resign now and participate in the VSP, Employee is hereby specifically informed and advised that he/she should not rely on such statements.

23. If anyone has made statements or representations to Employee regarding his/her separation benefits or conditions which are inconsistent with or additional to the terms of the VSP, Employee is hereby specifically informed and advised that he/she should not rely on such statements or representations in deciding whether or not to participate in VSP.

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS.
READ CAREFULLY AND COMPLETELY BEFORE SIGNING

BOARD OF EDUCATION OF GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT

By: _____

Its: President

By: _____

Its: Secretary

Dated: _____

GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT EDUCATION ASSOCIATION

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

EMPLOYEE

_____

Employee Signature Date

_____

Witness Date

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. Letter of Agreement for Speech and Language Pathologist

~~3. Letter of Agreement for Lake Superior Virtual Academy.~~

4. Letter of Agreement for School Nurses.

5. Letter of Agreement for School Psychologist

6. Others?

Letter of Agreement

Between

The Gogebic-Ontonagon ISD Board of Education

And

The Gogebic-Ontonagon ISD Education Association

8/18/2023

WHEREAS, the Board and the Association are parties to a collective bargaining agreement that requires the parties to meet to discuss placement of newly developed professional positions under the recognition of the collective bargaining agreement; and

WHEREAS, the Board wishes to employ school nurses during the 2023-2025 contract period; and

Whereas, the Association wishes to be the exclusive bargaining agent for said positions; and

Whereas, the parties are uncertain about the funding for the positions;

THEREFORE, the parties agree to the following:

1. The Association and Board agree to waive the sixty (60) day requirement for determining whether or not School Nurse positions shall be included under the recognition clause.
2. The Board agrees that the Association is not waving its rights to petition the Michigan Employment Relations Commission (MERC) regarding placement under the collective bargaining agreement for the duration of this agreement.
3. The Board agrees that it will not raise timeliness for filing a unit clarification claim in regards to School Nurse positions during the duration of this agreement or if a unit clarification is filed prior to the expiration of this agreement.
4. The Association agrees that it will not file for unit clarification any sooner than 90 days from expiration of this agreement.

_____ _____

On Behalf of the Association

On Behalf of the Board of Education