

1419

6/30/98

**AGREEMENT**

**BETWEEN**

*the*

**BOARD OF EDUCATION**

*of the*

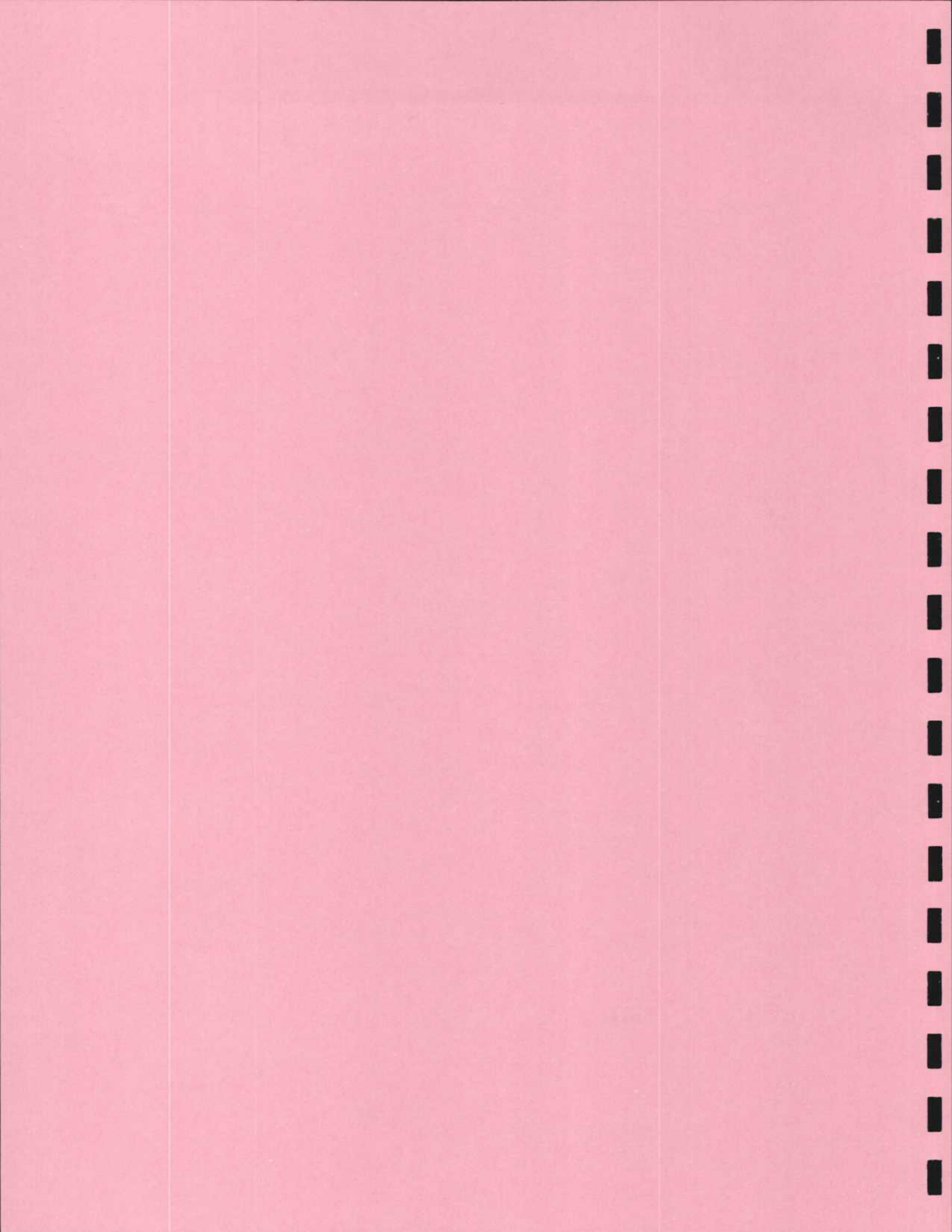
**GWINN AREA COMMUNITY SCHOOLS**

*and the*

**ADMINISTRATORS ASSOCIATION**

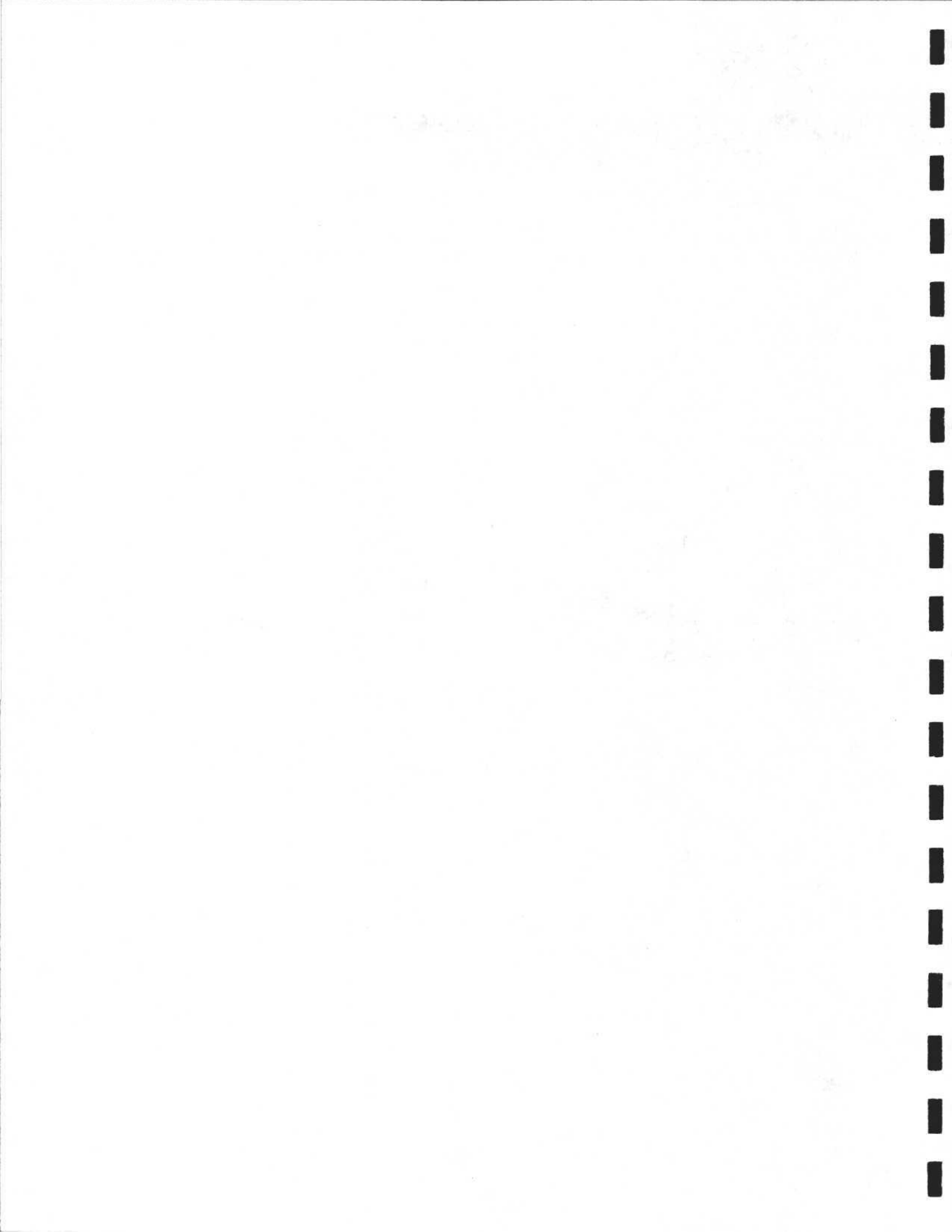
**JULY 1, 1995 - JUNE 30, 1998**

*Gwinn Area Community Schools*



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## AGREEMENT

This AGREEMENT, entered into the 21st day of May, 1996, between the Board of Education of the Gwinn Area Community Schools, referred to as "Board", and the Gwinn Area Community Schools Administrators' Association, referred to as "Association".

### ARTICLE I RECOGNITION

#### 1:1 Recognition

The BOARD hereby recognizes the ASSOCIATION as the exclusive bargaining representative pursuant to Act 379, P.A. 1965 as amended, for the Principals, Assistant Principals, Community School Director and Athletic Director, but excluding the Superintendent, Assistant Superintendent, Business Manager, employees already covered by collective bargaining agreements, central office staff and all other employees.

#### 1:2 New Administrative Classifications

When the BOARD shall create any new administrative classification, other than central office staff, the parties shall meet to bargain concerning the inclusion/exclusion of that classification from the unit. Should the parties be unable to reach agreement, the dispute shall be settled pursuant to a unit clarification petition filed with the Michigan Employment Relations Commission.

#### 1:3 Definition

The term ASSOCIATION MEMBER when used herein shall refer to all members of the bargaining unit represented by the ASSOCIATION.

### ARTICLE II ASSOCIATION RIGHTS

#### 2:1 Right to Use School Buildings

The ASSOCIATION MEMBERS shall have the right to use school buildings for ASSOCIATION business upon notification of the Superintendent.

2:2        Right to Use Interschool Mail Service

The ASSOCIATION shall have the right to use the District's interschool mail service for communications to its members.

2:3        Financial Information

The BOARD agrees to furnish, within a reasonable time, published information requested by the ASSOCIATION concerning the finances of the District.

2:4        Input on Evaluations

The ASSOCIATION shall have the opportunity to provide input into any changes in the evaluation procedures or instruments used by its members to evaluate employees under their supervision.

2:5        Copy of Individual Service Agreements

The ASSOCIATION secretary shall be provided a copy of all individual service agreements issued to bargaining unit members covering any part of the term of this Agreement.

2:6        Transaction of ASSOCIATION Business

Officers of the ASSOCIATION shall be permitted to transact ASSOCIATION business on school property during working hours provided that there is no disruption of normal school operations.

2:7        Input on Negotiations

The ASSOCIATION may have input through the Superintendent on contract negotiations of existing bargaining units as of the date of ratification of the administrative Agreement and limited to the Gwinn Education Association and Teamsters.

**ARTICLE III**  
**BOARD RIGHTS**

The Board retains all rights, powers and authority vested in it by law and all management rights and functions. Rights reserved exclusively herein by the District shall include:

1. To direct the affairs of the Employer and to manage and control the school's business, equipment and operations.
2. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, standards of operation, and the means, methods and processes of carrying on the work.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and its organization, responsibilities and alignment, lay off employees and determine hours of work.
4. Adopt rules, regulations and policies.
5. Determine the selection and qualifications of employees including physical conditions and mental abilities.
6. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

The above shall not limit the BOARD'S rights except those expressly limited by this Agreement.

#### ARTICLE IV Creation or Elimination of Positions

##### 4:1 Recommendations on New Administrative Positions

The ASSOCIATION will be given the opportunity to make recommendations to the Superintendent prior to the BOARD taking action to approve new administrative positions.

4:2        Posting of New Positions

All new positions within the bargaining unit shall be posted for a period of no less than ten (10) working days. The posting shall contain the responsibilities and duties of the position. Any ASSOCIATION MEMBER who desires may apply for such position.

4:3        Elimination of Positions

Prior to eliminating any position, the BOARD or the Superintendent will discuss such elimination with the ASSOCIATION. The parties shall bargain over the effects of the elimination of positions on the remaining administrators upon the request of either party. If after such discussion the BOARD believes that reduction of such position is necessary, it shall give formal notice to the ASSOCIATION of such elimination at least fifteen (15) days prior to such action.

4:4        Criteria for Layoff Selection

When the BOARD deems it necessary to eliminate an administrative position within the bargaining unit, any administrator must be properly certified to remain eligible for continued employment. The properly certified administrator with the least seniority as an administrator in the School District will be laid off first, when all other qualifications are equal. Qualifications shall be determined with reference to performance as an administrator, as evidenced through experience as an administrator in the School District, qualifications and performance evaluations.

4:5        Right to Recall

For a period of three (3) years after the effective date of the administrator's services, an administrator whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which the administrator is certificated and qualified.

4:6        Return to Teacher Bargaining Unit

With regard to this paragraph and in the event that a member of the bargaining unit returns to the teachers' bargaining unit, his or her rights in that unit shall be based upon District teaching seniority. District teaching seniority for this purpose is defined as length of employment within the District.



4:7 Input on Alignment and Assignments

Prior to alignment of new positions or the assignment of administrators to administrative positions, the Superintendent will listen to input from the ASSOCIATION on these matters prior to making such decisions. However, after listening to such input from the ASSOCIATION, the Superintendent shall have the authority to act under Article III, BOARD RIGHTS, 3., and make such decisions.

4:8 Appeal Rights to Superintendent

The ASSOCIATION has the right to appeal to the Superintendent in writing, with a copy to the BOARD, such cases where the transfer and/or extra duty assignment are considered unfair or inequitable.

4:9 WRITTEN DESCRIPTION OF POSITIONS

The Superintendent will prepare written descriptions of responsibilities and qualifications of all administrative positions.

**ARTICLE V**  
**EVALUATIONS**

5:1 Criteria for Evaluations

It is recognized that regular employee evaluations are desirable to promote professional growth. Administrators will be evaluated by the Superintendent or his designated agent pursuant to criteria established by the BOARD and transmitted to the various administrators.

5:2 Formulation of Evaluation Instrument

The evaluation instrument shall be established by the Superintendent after input from the administrators.

5:3 Sharing of Evaluation Contents

No final evaluation shall be prepared until after a conference with the affected administrator and his or her evaluator during which the proposed contents of the evaluation are discussed. All

formal written evaluations will then be shared with the administrator evaluated. The administrator shall have the opportunity to discuss the evaluation with his or her evaluator upon request of the administrator.

5:4 Evaluation Procedures

Evaluations shall not be subject to the grievance procedure. A copy of the evaluation report shall be shared with the administrator and the administrator will sign a copy of the report indicating that he or she has received such report. The administrator's signature does not necessarily mean that he or she agrees with the evaluation report. If an administrator disagrees with the content of any evaluation, he or she may file such objections in writing. Such objections shall be attached to the evaluation in the administrator's personnel file.

**ARTICLE VI**  
**DISCIPLINE**

6:1 Right to Discuss Proposed Discipline

Prior to the imposition of any discipline greater than an oral warning, the affected administrator shall have the right to discuss the proposed discipline with the Superintendent.

6:2 Presence of Administrative Representative

At any meeting involving such discussion, the administrator involved shall have the right to have an ASSOCIATION representative present, provided that such representative can be present within twenty-four (24) hours and the administrator wants representation.

6:3 Disagreement with Discipline

If an administrator disagrees with any discipline imposed after the conference with the Superintendent, he or she may file objections to such discipline in writing. Such objections shall be placed in the administrator's personnel file.

## ARTICLE VII PROFESSIONAL GROWTH

### 7:1 Professional Growth Programs

The parties agree that programs of professional growth are helpful to the well-being of the District.

### 7:2 Sabbatical Leave

A sabbatical leave may be granted upon the recommendation of the Superintendent to the BOARD of Education. A sabbatical leave shall be for no more than one (1) year. Upon return from sabbatical leave, the administrator shall be restored to his or her former position.

### 7:3 Expenses for Conferences and Visitations

The BOARD agrees to pay approved expenses incurred by administrators while attending conferences and visitations approved in advance by the Superintendent.

## ARTICLE VIII COMPLAINTS

### 8:1 Right to Investigate Complaint

The Superintendent and/or BOARD members shall be permitted to hear and investigate a complaint from any citizen regarding an administrator.

### 8:2 Notification to Administrator

Prior to the imposition of any discipline based upon the complaint, the Superintendent or his agent shall notify the administrator of the identity of those making such complaint and the nature of the complaint. The administrator shall have the opportunity to respond to such complaint prior to the imposition of such discipline.

### 8:3 Presence of Administrative Representative

At any meeting involving disciplinary matters, the administrator involved shall have the right to have an ASSOCIATION

representative present, provided that such representative can be present within twenty-four (24) hours and the administrator wants representation.

8:4 Possible Criminal Conduct

In the event that any complaint involves alleged or suspected criminal conduct on the part of the administrator, then the BOARD or its representatives may, but are not required to, discuss such complaint with the administrator involved or disclose the identity of any person making such complaint.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

9:1 Initiation of Grievance

A grievance shall be a violation of any express term of this Agreement. Any grievance must be initiated within fourteen (14) days of the events giving rise to the grievance.

9:2 Step One

An administrator may initiate a grievance by first discussing the matter with the Superintendent. The individual initiating the grievance may have an ASSOCIATION representative present, if he or she desires, and if the representative can be present within twenty-four (24) hours. If the grievance is not resolved by discussion, the grievant shall submit it in writing to the Superintendent within the fourteen (14) day time limit. The Superintendent shall reply to the grievance within fourteen (14) days of receiving the written grievance. If the grievance cannot then be satisfactorily resolved at the level of the Superintendent, it may be submitted to the next step by the ASSOCIATION.

9:3 Step Two

Such grievance shall be submitted in writing to the BOARD at Step Two. The grievance shall specifically set forth the term or provision of the agreement which has been allegedly violated. The BOARD shall schedule a grievance hearing at its next meeting, but no later than thirty (30) days after the appeal has been lodged. Within fourteen (14) days following the meeting, the BOARD shall provide the ASSOCIATION with a written answer to the grievance. The decision of the BOARD in such regard shall be final and unappealable.

9:4 Definition of "Days"

All reference to "days" in this article shall be calendar days.

9:5 Extension of Time Limits

Time limits may be extended by mutual written agreement of the parties.

**ARTICLE X**  
**FRINGE BENEFITS**

The BOARD agrees to provide the following fringe benefits to all ASSOCIATION members:

10:1 Sick Leave

Sick leave defined as a period of absence due to personal illness or disability of the employee or his/her immediate family which necessitates the administrator's presence. Immediate family shall mean: mother, father, spouse, employee's brother, sister, child, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren or dependent in the immediate household. Each administrator will be granted 1.1 day per contract month upon employment and after commencing work. Sick leave will be accumulative with payment of unused sick leave time upon retirement at the daily rate of \$40.00 per day after ten (10) years vested within the District.

Each administrator shall be entitled to an accumulation for the unused portion of each year's sick leave not to exceed 185 days. All administrators as of September 3, 1985 will be grandfathered; however, all new administrators hired after this date will have the maximum sick leave not to exceed 185 days. However, any teacher becoming an administrator may carry over any unused sick leave days, but may not accumulate any additional days if he/she has accumulated more than 185.

10:2 Personal Leave

Five (5) days personal leave per year upon notification to the Superintendent. Advance notice of three (3) days shall be given. In cases of emergency, the normal advance notice is not necessary, but as much notice as possible should be given.

10:3 Funeral Leave

Funeral leave shall not exceed five (5) days for death in the immediate family. Immediate family shall mean: mother, father, spouse, employee's brother, sister, child, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren or a dependent in the immediate household. One (1) day will be allowed for attendance at the funeral service of a person whose relationship to the administrator warrants such attendance, at the discretion of the Superintendent. This day will be deducted from sick leave.

10:4 Health Insurance

Pay the full premium for health insurance which is Ultra Med "C" with Medcheck; 50/100 Board paid deductible and \$2.00 prescription card with \$1.50 Board paid deductible. Those administrators not choosing such coverage will have \$1,250.00 per year deposited into a deferred compensation account.

10:5 Disability Insurance

Pay the cost for short term disability insurance in the amount of \$160 per week. After ninety (90) days, the disability insurance shall transfer to long term disability at two-thirds of the administrator's salary up to \$2,500 per month.

10:6 Life Insurance

Provide life insurance in the amount of two times the annual salary with a \$50,000 maximum. Accidental death is the same as life. Life insurance will be provided in the amount of \$5,000 for spouse and \$2,500 for each dependent child.

10:7 Dental Insurance

SET Ultra Dental Plan at 100%, 90%, 90% with an orthodontic rider in the amount of \$1,500.

10:8 Vision Insurance

Vision Insurance Plan equivalent to VSP-3-Plus.

10:9        Liability Insurance

Provide liability insurance as follows: Errors and omissions policy up to a maximum of \$2,000,000 and general liability coverage as carried by the BOARD for its employees.

10:10      Leave of Absence

A leave of absence of not more than one (1) year without pay and other benefits at the discretion of the BOARD.

10:11      Mileage

Payment at the current IRS rate of September 1 of the current school year for use of personal automobile for carrying out District business as it relates to assigned administrative duties. The administrator will keep any records required.

10:12      Professional Dues

Payment of professional dues not to exceed the line item budget figure approved for that purpose.

10:13      Annuities

The BOARD agrees to permit payroll deductions for tax sheltered annuities with companies having contracts with current employees.

10:14      Insurance Provisions

Any insurance coverage is subject to the terms and conditions of the applicable policies.

10:15      Other Fringe Benefits

The BOARD shall extend to the administrators fringe benefits substantially equivalent to those granted by the BOARD to the Gwinn Education Association. Any not spelled out above shall be included, but any which have been or are deleted will be excluded.

10:16      Absence from District

Administrators shall find substitutes acceptable to the Superintendent any time they are out of the School District for two or more days, at the discretion of the Superintendent, except in cases of extreme emergency.

**ARTICLE XI**  
**INCORPORATION INTO**  
**INDIVIDUAL CONTRACTS**

The terms of this Master Agreement shall be deemed incorporated into the terms of all individual administrative contracts.

**ARTICLE XII**  
**PROFESSIONAL COMPENSATION**

The salaries of administrators covered by this Agreement are set forth in Exhibit "A", which is attached to and incorporated into this Agreement.

**ARTICLE XIII**  
**SECTION HEADINGS**

The various section and subsection headings of this Agreement have been added for the convenience of the reader and, accordingly, they shall not be utilized in the interpretation of the meaning of the various terms and provisions of this Agreement.



**ARTICLE XIV**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998. The Agreement may be reopened during its term only upon the approval of both parties. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. If either party desires to reopen the Agreement, such party shall give the other party at least sixty (60) days written notice prior to the expiration date of the Agreement. If no such notice is given, the Agreement shall be automatically extended for another year.

The parties hereby express their agreement and understanding, as set forth above, by their signatures below on this 21st day of May, 1996.

BOARD OF EDUCATION  
GWINN AREA COMMUNITY SCHOOLS

By: Walter J. Patterson  
Walter J. Patterson  
Its President

By: Marilyn Ryan  
Marilyn Ryan  
Its Secretary

GWINN AREA COMMUNITY SCHOOLS  
ADMINISTRATORS' ASSOCIATION

By: Anne Pecotte  
Dr. Anne Pecotte  
Its President

By: Valerie Valima  
Valerie Valima  
Its Secretary

**EXTRA DUTY ASSIGNMENTS**

Skandia Principal	Gifted/Talented Coordinator Special Education Coordinator Technology Committee Chairperson Section 504 Coordinator
Gilbert Principal	Community School Director Social Studies Curriculum Adoption At-Risk Program Coordinator Student Teacher Program Coordinator Excellence in Education Co-Director
Sawyer Principal	Title I Director Administrative Representative for Professional Development Committee Reading Curriculum Adoption
Middle School Principal	Math Curriculum Adoption M.E.A.P. Coordinator School Cancellation - Telephone Caller
Assistant High School Principal	Athletic Director
High School Principal	Science Curriculum Adoption A.D.A. Coordinator Civil Rights Coordinator Chapter II Coordinator

**CLASSES**

II	Skandia Principal Assistant High School Principal Gilbert Principal/Community Education Director
III	Middle School Principal Sawyer School Principal
IV	High School Principal

**DAYS WORKED**

	1995-96	1996-97	1997-98
Skandia Principal	218	220	220
Middle School Principal	218	220	220
Asst. H.S. Principal	218	220	220
Gilbert Principal	213	215	215
Sawyer Principal	213	215	215
High School Principal	213	215	215

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## EXHIBIT "A"

### Administrative Salary Matrix 1995-1996

Increment for years of service	0.50
Increment for job classifications	1.50
Adjusted base salary for administrators	\$56,784.00

Years of Service	JOB CLASSIFICATIONS			
	I	II	III	IV
0	1.0000	1.0150	1.0300	1.0450
1	1.0100	1.0250	1.0400	1.0550
2	1.0150	1.0300	1.0450	1.0600
3	1.0200	1.0350	1.0500	1.0650
4	1.0250	1.0400	1.0550	1.0700
5	1.0300	1.0450	1.0600	1.0750
6	1.0450	1.0600	1.0750	1.0900
7	1.0500	1.0650	1.0800	1.0950
8	1.0550	1.0700	1.0850	1.1000
9	1.0600	1.0750	1.0900	1.1050
Over 10	1.0650	1.0800	1.0950	1.1100

Years of Service	JOB CLASSIFICATIONS			
	I	II	III	IV
0	56,784	57,636	58,488	59,339
1	57,352	58,204	59,055	59,907
2	57,636	58,488	59,339	60,191
3	57,920	58,771	59,623	60,475
4	58,204	59,055	59,907	60,759
5	58,488	59,339	60,191	61,043
6	59,339	60,191	61,043	61,895
7	59,623	60,475	61,327	62,178
8	59,907	60,759	61,611	62,462
9	60,191	61,043	61,895	62,746
Over 10	60,475	61,327	62,178	63,030

## EXHIBIT "A"

### Administrative Salary Matrix 1996-1997

Increment for years of service	0.50
Increment for job classifications	1.50
Adjusted base salary for administrators	\$58,488.00

Years of Service	JOB CLASSIFICATIONS			
	I	II	III	IV
0	1.0000	1.0150	1.0300	1.0450
1	1.0100	1.0250	1.0400	1.0550
2	1.0150	1.0300	1.0450	1.0600
3	1.0200	1.0350	1.0500	1.0650
4	1.0250	1.0400	1.0550	1.0700
5	1.0300	1.0450	1.0600	1.0750
6	1.0450	1.0600	1.0750	1.0900
7	1.0500	1.0650	1.0800	1.0950
8	1.0550	1.0700	1.0850	1.1000
9	1.0600	1.0750	1.0900	1.1050
Over 10	1.0650	1.0800	1.0950	1.1100

Years of Service	JOB CLASSIFICATIONS			
	I	II	III	IV
0	58,488	59,365	60,243	61,120
1	59,073	59,950	60,828	61,705
2	59,365	60,243	61,120	61,997
3	59,658	60,535	61,412	62,290
4	59,950	60,828	61,705	62,582
5	60,243	61,120	61,997	62,875
6	61,120	61,997	62,875	63,752
7	61,412	62,290	63,167	64,044
8	61,705	62,582	63,459	64,337
9	61,997	62,875	63,752	64,629
Over 10	62,290	63,167	64,044	64,922

## EXHIBIT "A"

### Administrative Salary Matrix 1997-1998

Increment for years of service	0.50
Increment for job classifications	1.50
Adjusted base salary for administrators	\$60,242.00

Years of Service	JOB CLASSIFICATIONS			
	I	II	III	IV
0	1.0000	1.0150	1.0300	1.0450
1	1.0100	1.0250	1.0400	1.0550
2	1.0150	1.0300	1.0450	1.0600
3	1.0200	1.0350	1.0500	1.0650
4	1.0250	1.0400	1.0550	1.0700
5	1.0300	1.0450	1.0600	1.0750
6	1.0450	1.0600	1.0750	1.0900
7	1.0500	1.0650	1.0800	1.0950
8	1.0550	1.0700	1.0850	1.1000
9	1.0600	1.0750	1.0900	1.1050
Over 10	1.0650	1.0800	1.0950	1.1100

Years of Service	JOB CLASSIFICATIONS			
	I	II	III	IV
0	60,242	61,146	62,049	62,953
1	60,844	61,748	62,652	63,555
2	61,146	62,049	62,953	63,857
3	61,447	62,350	63,254	64,158
4	61,748	62,652	63,555	64,459
5	62,049	62,953	63,857	64,760
6	62,953	63,857	64,760	65,664
7	63,254	64,158	65,061	65,965
8	63,555	64,459	65,363	66,266
9	63,857	64,760	65,664	66,567
Over 10	64,158	65,061	65,965	66,869

