

7420

8/98

**GWINN AREA
COMMUNITY SCHOOLS**

GWINN, MICHIGAN 49841

1995-1996

1996-1997

1997-1998

MASTER AGREEMENT

between the

GWINN EDUCATION ASSOCIATION/

MICHIGAN EDUCATION ASSOCIATION

and

GWINN AREA COMMUNITY SCHOOLS

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Gwinn Area Community Schools

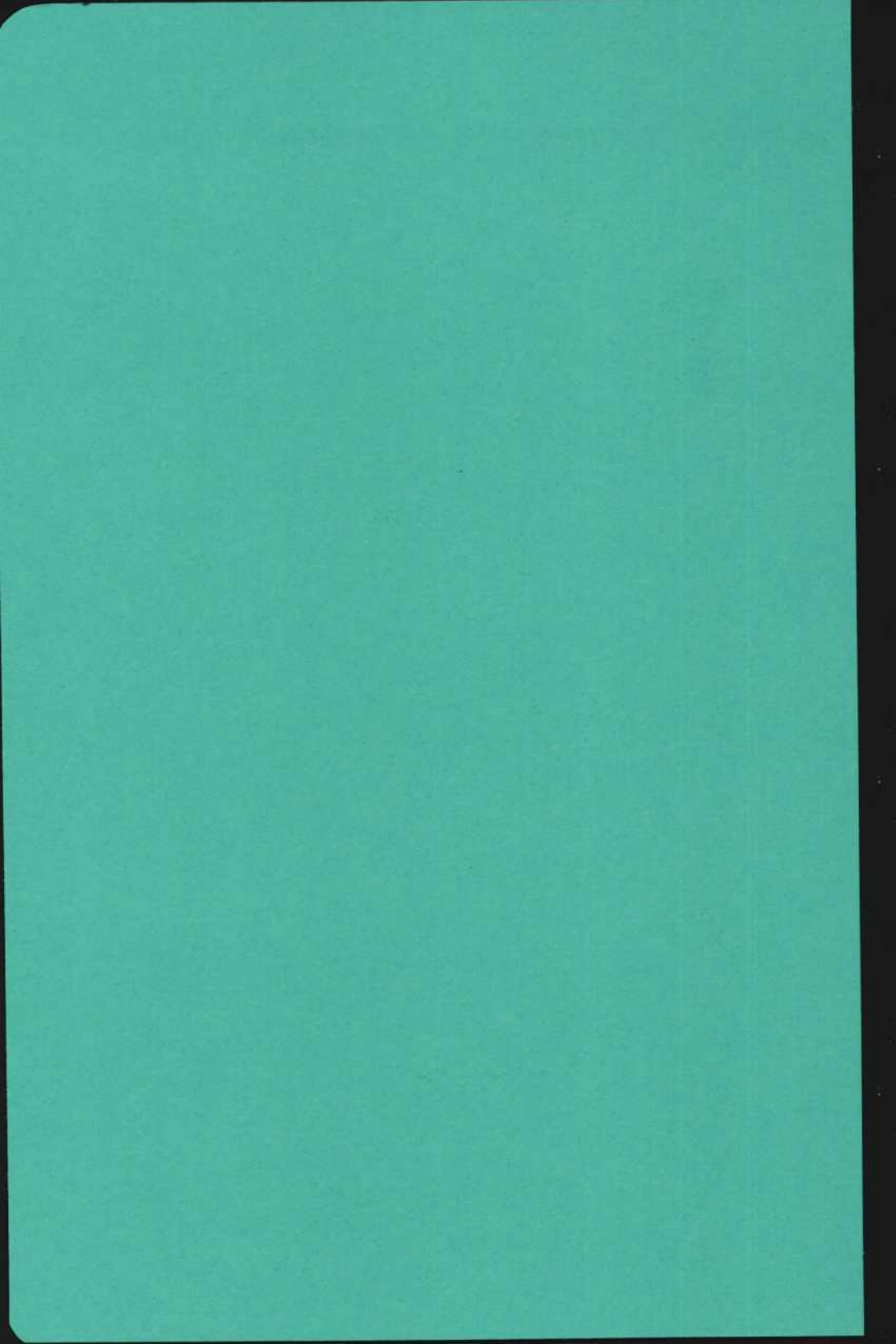


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A G R E E M E N T

This Agreement entered into this 24th day of August, 1995, by and between the Gwinn Education Association/Michigan Education Association, hereinafter called the "Association", which is also affiliated with the National Education Association, and the School District of Gwinn Area Community Schools, the town of Gwinn, Michigan, hereinafter called the "Board". The Signatories shall be sole parties to this Agreement.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel, including school nurses, whether under contract or on leave or employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendent, business manager, directors of school and community relations, principals, assistant principals, director of administrative services, activities director, athletic director/in-school suspension coordinator, bookkeeper-accountant, social worker, psychologist, and other persons engaged fifty percent (50%) of the time in direct administration and supervision of professional personnel, substitute teachers, and teacher aides.

1. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

2. When an employee has contracted for administrative duties at fifty (50%) percent or more, that employee will be deemed to be an administrator and is excluded from all rights and privileges of this contract.

B. The Board agrees not to negotiate with individual bargaining unit members or with any teacher's organization other than the Association as long as recognition set forth in paragraph "A" is in force for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance or problem and having the grievance or problem adjusted if the adjustment is not inconsistent with the terms of this Agreement; provided that the Association has been given an opportunity to be present.

ARTICLE II

TEACHER RIGHTS AND RESPONSIBILITIES

A. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings with the consent of the Board or its representative. Such meetings are not to interfere with other regularly scheduled activities. This does not imply that the school district is to provide building facilities for area meetings.

B. One bulletin board shall be provided for each teachers' lounge within the school district.

1. The Association shall have the exclusive right to post:

(a) Official publications of the Michigan Education Association (MEA) and the National Education Association (NEA);

(b) General information announcements originating from the Association;

(c) Unadulterated material taken from identified newspapers and periodicals of general circulation.

2. The Association's building representative shall have the responsibility for maintenance and management of bulletin boards herein referred to.

3. Any material, other than the material described above, which an individual teacher may wish to post shall be signed by the teacher desiring to post such material and be presented to the building representative for posting.

4. The principal of the building or the superintendent of school shall have the right to remove material, other than the material described above, which is offensive to community standards of good taste or which is demeaning to an identifiable person or job description.

5. In the event that material subject to removal by the principal or superintendent under the terms of this Article is removed from a bulletin board described in this Article, then the person removing the material shall inform the building representative of the fact that the material was removed and shall make the material removed available to the building representative or to the Association for inspection within the next school day and shall safely keep the material in his office.

6. Material, other than the material described above, which is not signed and which is found to be posted on the bulletin board mentioned in this Article, shall be subject to removal by the superintendent or principal of the building in which the specific bulletin board is located, regardless of whether the material is offensive to community standards of good taste or demeaning to an identifiable person or job description.

C. The Association may use the district mail service and teacher mail boxes for communications to teachers.

D. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises.

E. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under Applicable Michigan Law.

F. Upon a teacher's request he /she shall at all times be entitled to have present a representative of the Association when he or she is being disciplined for any infraction of rules or delinquency in professional performance that may become a matter of record. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. All instances of discipline for infractions of rules or delinquency and professional performance shall be communicated to the teacher concerned in private. Provided further, that if the reprimand, warning, or other notices of discipline are to become matters of record, the teacher will be notified.

G. A teacher shall have the right, upon request, to review the contents of his or her own file pursuant to Michigan law, including the Bullard-Plawecki Employee Right to Know Act. A teacher may also insert in the file pertinent material for his or her personal record.

H. No tenure teacher shall be suspended without pay, demoted or discharged without just cause.

I. Teachers will comply with Board policies which are not inconsistent with the provisions of this Agreement.

J. The parties recognize that abuses of sick leave or other leaves, chronic tardiness or absence by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Upon suspicion of abuse, the Board may require a medical examination of a teacher.

ARTICLE III

PROFESSIONAL COMPENSATION

A. The salaries of teachers concerned by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the three (3) year term of this Agreement provided that upon the consent of both parties they may be reopened for negotiation at any time during the term of the contract.

B. The minimum number of days of student instruction shall not be less than 181 in 1995-96, 183 in 1996-97, and 185 in 1997-98. Scheduled days of instruction not met because of snow days or teacher conferences shall not be counted as a day of student instruction, in accordance with State law. Teacher days of attendance shall not be less than 183 in 1995-96, 185 in 1996-97, and 187 in 1997-98. The work year and calendar for the 1995-98 school years shall be set as provided for in Article III, Paragraph C.

1. The PDAC inservice day will be an optional day of conference for the entire staff. Those participating in the conference as presenters may be given priority. All others will be approved to participate on a district-wide seniority and the availability of the administration to secure substitutes.

C. For the terms of this Agreement, the school calendar will be set by mutual agreement between the Board, the Association, and other MERC employees groups in conformance with State Law. It will be set by February 1st providing mutual agreement has been reached. There shall be no deviation from or change in the school calendar unless the Board and the Association agree to the change, except in cases where a change in the school calendar is necessitated by a work stoppage neither ordered nor sanctioned by the Board. The Board and the GEA shall mutually agree by April 1st to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of instruction. The rescheduling of such days shall not entitle employees to additional compensation.

1. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled by mutual agreement between the GEA and the Board of Education to insure that there are a minimum of one hundred eighty one (181) days of actual student instruction during the 1995-96 school year, 183 days of actual student instruction during 1996-97 school year, and 185 days of actual student instruction during the 1997-98 school year. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation. The required days of makeup would be subject to Michigan state law.

2. If school is cancelled after a teacher has reported for work, and the day is not counted as a day in session, the teacher will be paid his/her hourly rate for the portion of the day worked to the nearest full hour.

D. The compensation for teachers performing extra-curricular duties is set forth in Schedule B, which is attached to and incorporated in this Agreement. Provided, however, the Board reserves the right to create additional voluntary extra duty pay assignments and to determine and pay the salary subject to negotiations with the Association. Any salary agreed upon between the Board and the Association shall be made retroactive to the beginning of the extra duty assignment.

1. A teacher shall not receive tenure in an extra duty assignment.

E. Teachers who have had experience in the Gwinn School System in the previous years shall not be required to attend preschool teachers conferences on any day before the school year begins. Preschool teacher conferences shall be required, however, for all those teachers who are new to the Gwinn School System.

F. The Board shall observe all public holidays as outlined in the Michigan School Code of 1976 under Section 380.1175. Days presently included are: New Year's Day; Memorial Day; Labor Day; Thanksgiving Day, and Christmas Day.

G. For purposes of initial placement and advancement on the salary schedule a person must complete the equivalent of at least one (1) semester in order to progress to the next step.

H. Any teacher hired after October 1, 1978, shall be subject to the conditions of the BA + 20 salary schedule (i.e., anyone moving from the BA salary schedule must have at least a BA + 20 before moving onto that schedule).

1. All teachers actively working for the Gwinn Area Community Schools can advance on the salary schedule under the 1977-78 BA + 15 schedule and are grandfathered under the old schedule.

ARTICLE IV

TEACHING HOURS

A. The teachers' normal teaching hours in the elementary and secondary schools, Monday through Friday, shall be as follows:

1. High School and Middle School Teachers - 10 minutes prior to the beginning of the school day and 15 minutes after the school day, except that on Fridays and on days preceding holidays or vacations - 10 minutes prior to the beginning of the school day and 5 minutes after the students leave.

2. Elementary Teachers - 15 minutes prior to the beginning of the school day and 10 minutes after the school day, except that on Fridays and on days preceding holidays or vacations - 10 minutes prior to the beginning of the school day and 5 minutes after the students leave.

3. The above mentioned time schedule can be adjusted only with the consent of the Parties.

4. Teachers shall not leave the school building during the above hours unless permission is granted by the principal or his designated representative, except for duty free lunch hour.

5. No changes in teaching hours shall be authorized without prior consultation with the Gwinn Education Association. In the event of any disagreement between the representative of the Board and the Gwinn Education Association as to the need for and the desirability of any deviation in the above mentioned teaching schedule, the matter shall be processed through the professional grievance procedure.

6. Once a teacher commences work his day shall be continuous.

B. All teachers are to be in their rooms or doing work pertinent to their daily schedule during the above mentioned hours.

C. The Board and the Association recognize that the standard work week may not include enough time for course preparation, professional improvement, continuing education, and grading of homework papers or exams.

ARTICLE V

TEACHER LOADS AND ASSIGNMENTS

A. The normal weekly academic teaching load in the senior high school will be 25 teaching periods and 5 unassigned preparation periods and 5 additional periods or not to exceed 5 hours of pupil contact per day. One of the seven (7) periods of each day will be divided between unassigned time and tutorial time. The sum of the unassigned time during the additional period and the conference period will equal sixty (60) minutes. The remainder of the additional period will be tutorial time. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal academic weekly teaching load in the elementary schools will be 30 teaching periods or not to exceed 5-1/2 clock hours of pupil contact per day. Teachers assigned to preparation areas in which they have less than one full year of teaching experience shall be assigned not more than two preparations per semester whenever possible, and never to exceed three preparations. The normal academic weekly teaching load in the middle school will be the same as the elementary schools.

1. It is further recognized that all teachers will continue to assume those responsibilities in addition to classroom assignments that are normally related to the orderly operation of the regular school program.

2. All elementary teachers may use for preparation all time during which their classes are receiving instructions from a teaching specialist. In the event of cutbacks of the teaching specialists, equivalent time will be given for preparation, planning and class evaluation.

3. Special Education teachers will be provided the following option for preparation time:

(a) Preparation time to be either one hour before or one hour after the normal school day. Compensation will be prorated according to teacher contractual salary agreement.

4. The word academic refers to all subjects offered in the Gwinn Area Community Schools.

5. Fifteen (15) minutes per day of additional student instructional time shall be added for all student instructional days commencing with the 1995-96 school year and thereafter.

B. The term unassigned preparation periods shall be construed to include the use of this period for educational purposes other than preparation when deemed necessary in the judgment of the Board or its representative.

C. The Board recognizes that the teaching loads set forth in Paragraph A of this Article are desirable whenever possible. No changes in teaching loads shall be authorized without prior consultation with the Gwinn Education Association. Weekly teaching loads of elementary teachers shall be as agreed between the Association and the Board or its designated representative. In the event of any disagreement between the representative of the Board and the Gwinn Education Association as to the need for the desirability of such deviation, the matter shall be processed through the professional grievance procedure.

D. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Elementary teachers will be assigned to the grade of their training and choice whenever possible.

E. The Board shall make every effort to avoid reassigning probationary elementary teachers to different grade levels unless the teacher recognizes such change. The decision of the Board or its representative in regard to grade assignment shall be final.

F. A student teacher will not be used as a substitute teacher other than in the room that they have been assigned their student teaching without the approval of the supervising teacher.

G. When a teacher of a special class is absent, the principal of the building will provide a substitute teacher for the special class. Provided, however, this provision shall not apply in case of layoff of special class teachers.

1. When special certification for "special categorical funded" classes is needed, the Board shall strive to provide a qualified substitute teacher for the class.

H. The parties shall meet, at the request of the Board, at any time to discuss the method or methods of providing the minimum number of instructional hours for any given school year for all pupils. All parties shall have input into the decision-making process. The parties agree that all pupils shall receive the number of instructional hours necessary to allow the school district to qualify for full state aid. If the parties do not agree completely on the method or methods of providing such instructional hours, the decision of the Board on any area of disagreement shall be final.

ARTICLE VI

TEACHING CONDITIONS

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The parties further agree that if classes exceed the following maximum standards in a certain class in grades kindergarten through twelfth, a committee composed of the teacher involved, two teachers from varying levels in the same building involved, the GEA President or his representative, the building principal of the same building, and the Superintendent of Schools or his representative shall meet together to consider solutions to the problem. One solution to the problem may be the hiring of an instructional teaching aide. Another possible solution may be the use of a sliding scale as follows: First semester: \$500 for 1-2 students; \$750 for 3-4 students. Second semester: Same rate but pro-rated on a daily basis. However, these shall not be considered the primary solutions to the problem. Should an instructional teaching aide be employed as one of the solutions, the person would be hired for a full day. Any solution to the problem must be mutually agreed to by the Gwinn Education Association and the Board of Education.

Grades K - 3..... 28 maximum

Grades 4 - 12..... 29 maximum

1. Please note that maximums in grades seventh and eighth shall be considered on an average of 29 for all hours involved. For example, Teacher A teaches six classes and could have a total of 174 students for a maximum number. Whenever possible the Board shall strive to maintain a maximum of 20 to 1 ratio in Middle School Home Economics and Industrial Arts.

B. Whenever possible, the Board shall strive to maintain the following maximum teacher-pupil ratio in grades nine to twelve:

	<u>Maximum</u>
English	25
Social Studies	25
General Education	25
Mathematics	25
Science	25
Foreign Language	25
Business	25
Typing	40
Industrial Arts	20
Drafting	25
Vocational Shops	20
Homenaking	20
Music	35
Art	25
Physical Education	40
Swimming	25
Health	25

1. The preceding standards are subject to modification for education purposes such as large group instruction or experimental classes.

2. EMI mainstreamed students for a subject area count as one head count for the full day except for opening and specials.

C. The Board and the GEA mutually agree to thoroughly examine the enrollment of all schools by the end of the first week of school following Labor Day. The GEA president will appoint building representatives that will work with the administration to determine if class size of each school is in an acceptable manner.

D. The Board agrees to confer from time to time with representatives of the Teacher Association for the purpose of obtaining the recommendations of the representatives of the Teacher Association on the selection and use of educational tools.

E. The Board shall strive to make available whenever possible in each school, adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room appropriately furnished which shall be reserved for use as a faculty lounge. Smoking shall be permitted only in those designated areas by the Board in each building and as permitted by applicable Michigan law. All lounges shall be available for the use of the professional staff, faculty, board members, guests, board attorney, and MEA representative.

F. The Board shall strive to make telephone facilities available to teachers in the faculty lounge for school related use. All long distance calls shall be logged by the employee and verified by building administrators.

G. The Teachers' Association may place vending machines in the teachers' lounge, which vending machines shall be approved by the Board, and the proceeds shall go to the teachers' fund. Consumption of vending machine products shall be limited to the teacher's lounge. All monies realized through the vending machines in the teachers' lounges shall be under the jurisdiction of the Gwinn Teachers' Association to be spent as the Association sees fit. It is expected that books will be kept and audited.

H. The Board shall strive to designate parking areas on school grounds to be used exclusively by teachers during school hours.

I. The Board of Education and its authorized representative will extend to all certified personnel with the bargaining unit an uninterrupted duty free lunch period. This period shall be scheduled for no less than 30 minutes, unless there is mutual agreement between the administrators and a majority of the teachers of individual school buildings to deviate below this time limit.

ARTICLE VII

VACANCIES

A. Whenever a position for which the Association is recognized as the exclusive bargaining representative under Article 1, Section A. of this contract becomes vacant, the Board shall give written notice of the vacancy along with a job description and qualifications as set forth in Article IX B 6 (a) for the vacant position to the President of the Association and to each Association building representative by placing the same in a sealed, addressed envelope in the appropriate person's school mail box, as provided for in Article VIII, D. The building representative shall post the notice and the job description on the teachers' lounge bulletin board described in Article 11, Section B.

1. Five school days prior to the beginning of each semester of the adult credit course program, a list of positions in said program will be provided to the President of the Association and each building representative.

B. The Superintendent shall immediately make available to any applicant for a vacant position described in Section A of this Article an application form and shall accept any completed application form for consideration along with applications from persons not currently employed by the Board as provided for in Article VIII, D. When certification and educational considerations are equal, teachers currently employed in the system may be given preference when a vacancy occurs.

C. It is recognized that the responsibility for recruitment, recommendation and nomination of applicants for positions described in Section A of this Article lies with the Superintendent and that the Superintendent may obtain the advice of a person or persons of his own choosing for assistance.

D. The Superintendent shall make no recommendation or nomination to the Board for the filling of a vacant position described in Section A of this Article until the expiration of six (6) regular school days after the date of receipt of the notice and job description by the person entitled thereto described in Section A of this Article.

1. Receipt of a notice and job description by the persons entitled thereto under Section A of this Article shall be presumed to have occurred within one regularly scheduled school day after such notice and job description was placed in the addressee's school mail box.

E. The Board declares its support of a policy of filling vacancies in a supervisory position, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall give written notice of the vacancy along with a job description for the vacant position to the President of the Association and to each Association building representative by placing the same in a sealed, addressed envelope in the appropriate person's school mail box. The building representative shall post the notice and the job description on the teachers' lounge bulletin board described in Article 11, Section B. Such a position shall not be filled until the expiration of three (3) weeks from the time of the notice provided for herein. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and any and all other factors but the Board's decision shall be final. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions.

F. Notice of vacancies shall be accompanied by a job analysis. Any qualified personnel within the school system may apply on the proper application form obtainable from the Superintendent. If a vacancy occurs in the bargaining unit during the school year, and a qualified applicant within the school district is selected for the position, this applicant will be transferred to the new position at the end of the given semester, if possible, or at the start of the following year.

1. Employees wishing to retire at the end of the first semester must give notice to the Superintendent by November 1st.

ARTICLE VIII

TRANSFERS

A. In the event that a transfer of teachers is necessary:

1. A conference of all employees concerned shall be held with the Superintendent.
2. All reasons for the transfer shall be reviewed.
3. Disposition of the case shall be made in writing by the Superintendent to all parties involved.
4. The following criteria will be used, whether the transfer be voluntary or involuntary to achieve the preference of the teacher. Primary consideration shall be given in the following order of priorities:

- (a) Length of service in system.
- (b) Educational considerations.
- (c) Length of service in position.

5. An involuntary transfer or the denial of a request for transfer may be challenged through the grievance procedure solely on the grounds that the decision made was unreasonable.

(a) There will be no involuntary transfers after ten (10) school days unless extenuating enrollment conditions beyond administrative control occur which would be mutually discussed between the GEA and the administration.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other buildings in the school system shall be given to the Association.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principal as soon as practicable and prior to the beginning of the school year. If a change is necessary after this date, the teachers shall be contacted or notified as soon as possible. Such changes will be voluntary to the extent possible.

D. Whenever a position for which the Association is recognized as the exclusive bargaining representative under Article 1, Section A of this contract becomes vacant, the following procedures will be followed:

1. A three-day posting limitation along with available position profile will be sent to building principals and to GEA.

2. Teachers interested in transferring shall notify the principal of the school in which the position has opened within the three-day posting limitation.

3. A conference of all employees concerned shall be held with the building principal of the school in which the opening occurs.

4. The qualified teacher with the most seniority in the Gwinn School System shall be awarded the position.

5. If another position becomes vacant as a result of the transfer, this procedure will be repeated until a position remains vacant.

6. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Michigan General School Laws.

7. If a qualified teacher candidate within the district does not post for a transfer/vacancy, the administration will then post the position outside the district.

ARTICLE IX

SENIORITY AND LAYOFF-RECALL

A. In order to facilitate the layoff procedure for teachers, a seniority list shall be prepared by the Administration and submitted to the Association by November 1 of each year. Teachers shall be listed according to the following criteria:

1. Years of continuous service, under contract.

(a) Seniority shall begin on teacher's first scheduled working day, under contract, in the Gwinn School District.

(b) Teachers under contract for one school year shall receive one year seniority.

(c) Teachers employed full time for one full semester shall receive one-half year seniority. Teachers employed for less than one full semester shall be pro-rated.

(d) Teachers employed full time for more than one semester, but less than a full year, shall receive one year seniority if the total time under contract exceeds 136 teacher days. ($3/4 \times 181$) Otherwise, such teacher shall receive one-half year seniority credit.

(e) Teachers employed under contract for a full school year, but less than full time, shall receive seniority credit in proportion to teaching time. (Example: $3/5$ teacher receives $3/5$ year seniority)

(f) If a teacher resigns, retires, or is discharged by the Board, such teacher shall lose all seniority rights, provided that said discharge is not being challenged through tenure proceedings, the courts, or the grievance procedure.

(g) A teacher who transfers to an administrative position, or other non-bargaining unit position, shall retain their seniority earned while employed by the District as a teacher. No seniority accrues while the teacher is employed in the non-bargaining unit position.

(h) When a school district is annexed to the Gwinn School District, after September 1974, teachers in the annexed district shall not receive seniority credit for years of service in the annexed district.

(i) A teacher who is on any Board approved leave of absence shall retain all earned seniority, but shall not accrue additional seniority while on such leave of absence.

(j) A teacher who is laid off shall retain earned seniority, but shall not accrue additional seniority while on lay off. If a laid off teacher is recalled for a position and refused such position, seniority shall be lost.

(k) Accumulated days of substitute teaching shall not count toward seniority.

2. When years of service are equal according to A.1 above, teachers shall be placed on the seniority list according to horizontal position on the salary schedule. (Example: Teacher with 12 years of service at M.A. shall be placed before a teacher with 12 years of service at B.S. + 15).

(a) Hours in excess of one column, but less than the higher column shall not count for seniority purposes.

(b) Hours which qualify a teacher for the next higher column must be earned by the close of the spring semester, prior to layoff, in order to qualify for consideration when applying this provision in case of a reduction in staff.

3. When seniority is equal after applying A.1 and 2 above, prior years based on credit allowed up to 5 years, by the Gwinn Schools for experience in other systems will be considered.

4. In the event that teachers may still be equal after utilizing steps "A" 1, 2, and 3, then a drawing will be held to determine the place of the affected teachers. The Association and the teachers so affected shall be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

LAYOFF

B. In the event the Board of Education elects to reduce the number of teachers through the layoff of personnel, the following procedure shall apply:

1. Teachers not holding a regular Michigan provisional, continuing or qualified certificate and temporary teachers will be laid off first, provided there are fully qualified and/or certified teachers to replace them.

2. If reduction is still necessary, then probationary teachers will be laid off, provided there are remaining fully qualified, fully certified teachers to replace them.

3. When a position is eliminated, the tenure teacher(s) with the least seniority in that position shall be laid off.

4. When a tenure teacher's position has been eliminated, such teacher may bump, if certified and qualified, a teacher with less seniority.

5. When a tenure teacher has been bumped, such teacher may bump, if certified and qualified, a teacher with less seniority.

6. "Qualified" shall be defined as:

Grades K-6: K-8 certification

Grades 7-8: K-8 certification, or 7-12 certification, with a major or minor in specific teaching area

Grades 9-12: 9-12 certification and a major or minor in the subject area

(a) Qualifications for placement in a position shall be determined by a valid state teaching certificate or license held by an employee or as required by North Central Association and/or University of Michigan standards and/or additional endorsements as the State Board or State may require. Certification to be determined by State of Michigan licensing standards.

7. If a teacher is not eligible to bump under the provisions of paragraph four (4) or five (5) above, the teacher will be laid off.

8. During layoff neither salary nor fringe benefits shall be paid, nor shall sick days or increments accrue, but upon recall unused sick days and seniority held at the start of the layoff will be reinstated.

9. If a teacher on a leave of absence would have been laid off but for the leave of absence, then upon expiration of the leave of absence, the teacher will be entitled to exercise his/her rights under paragraph four (4) and five (5) above. If the teacher is not eligible under the provisions of paragraph four (4) or five (5) above, then he/she shall be laid off.

10. A teacher will be recalled from layoff to his/her original position when the position is declared vacant by the Board, or to a vacancy declared by the Board for which the teacher is certified and qualified.

11. In the event a teacher whose services have been discontinued through layoff is mailed a notice of recall, by certified mail, return receipt requested, to his last known address on file in the Board's office, and such teacher does not notify the Board in writing, by certified mail, return receipt requested, within ten (10) days after such offer, of his acceptance, then such teacher shall have no further rights of reinstatement unless approved by the Board in writing. It is understood that it is a teacher's responsibility while on layoff to keep the Board informed in writing of his current address, and his failure to do so constitutes a waiver of his reinstatement rights.

ARTICLE X

SUPERVISION AND EVALUATION

A. Evaluation of the effectiveness of teaching is a basic function of the administration. The process of evaluation shall be viewed by teachers and administrators as an opportunity for improving the skills and abilities of both teachers and administrators.

B. The principal shall spend such time observing tenure teachers as he deems necessary for evaluation purposes.

C. All evaluation records are to be discussed at individual principal-teacher conferences at which time the teacher shall be shown the evaluation records and required to sign the same. The signature of the teacher only means that the teacher has received a copy. These conferences are to be completed within ten (10) official school days notwithstanding unusual circumstances.

D. All written evaluations of probationary employees shall be submitted in accordance with the Michigan Tenure Law.

E. All monitoring or observation of the working performance of a teacher shall be conducted openly and with full knowledge of the teachers.

F. Teacher evaluation shall be based on the following criteria:

1. Knowledge of subject matter.
2. Efficiency of teaching methods.
3. Appropriate and effective classroom control and discipline.
4. Ability to establish rapport and a positive working relationship with students, administrators, other teachers, and parents.
5. Mental and physical ability to perform teaching responsibilities.

ARTICLE XI

LEAVES OF ABSENCE

A. The teachers shall be entitled to a sick leave accumulation of eleven days per year. This sick leave shall be available at the end of the first pay period of the school year. The Superintendent may grant sick leave prior to the end of the first pay period for teachers who do not have any accumulated sick leave from the prior school years. Sick leave shall only be used for personal illness or disability of the employee or members of their family which necessitates the employee's presence. The family is defined as spouse, children, step-children, mother, father, parents of spouse, grandparents, grandchildren, brother, sister, brother and sister-in-law, son and daughter-in-law, or dependents of the employee's household. Regardless of any past practice or Board policy, sick leave may only be used for illness or disability as defined above. A teacher may draw on his bank as required, subject to the provisions thereof, but in the event that the services of any teacher are interrupted by reason of discharge, termination, suspension, or leave and said teacher has utilized more sick leave than has been accumulated on the monthly basis, then the value of the excess paid for leave days shall be deducted from the last pay check due to the teacher at the time of interruption.

B. Each teacher shall be entitled to an accumulation for the unused portion of each year's sick leave not to exceed 185 days. All employees as of September 3, 1985 will be grandfathered; however, all new employees hired after this date will have the maximum sick leave not to exceed 185 days. It will be the option of the vested employee that any unused sick leave can be paid off at the rate of \$40.00 per day for their sick leave accrual.

1. Vested employees are those with ten or more continuous years in this district.

2. All members determined as vested will declare by March 1st of their intention to purchase days from their sick leave accrual. In the event the total requested payout by all vested members exceeds the restricted liability account of the district, seniority will be utilized to determine membership reimbursement.

3. (Terminal Leave): Effective the 1991-92 year of the Agreement, existing employees will be grandfathered with new employees hired beginning with the 1991-92 year excluded from receiving the terminal leave payout.

C. Teachers shall be given written notice of total sick days available at the beginning of the school year. The teacher shall be responsible for keeping a running account of sick leave throughout the balance of the school year.

D. Any tenure teacher whose personal illness extends beyond the period compensated under Paragraphs A and B above shall be granted a leave of absence, without pay, not to exceed 180 days, upon satisfactory proof that the leave is necessary in order for the teacher to completely recover from such illness.

1. The teacher shall make application, when possible, thirty (30) days prior to the commencement of the requested leave and shall accompany the application with a doctor's statement certifying both the medical reasons for the leave and desired length of leave.

2. The Board shall not be obligated under this Section to grant more than an aggregate of 180 days of leave of absence during any consecutive three years of the teacher's employment with the system.

3. Sick leave days shall not accrue.

4. Salary increments shall not accrue and benefits will not be paid beyond the end of the contract year in which the illness occurs.

5. Written notice of intention to return shall be given in writing to the Superintendent of Schools at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the teacher's right to employment in the school system.

6. Upon expiration of the granted leave and timely notice to the Superintendent, the teacher shall be assigned to the same position, if available, or a position which pays the equivalent salary.

E. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons with the prior consent of the Board or its representative:

1. Sick leave, which shall include: Personal illness or disability which makes it unwise for the employee to be at school, illness in the immediate family, quarantine and illness or incapacity associated with pregnancy.

(a) Teacher will be responsible for the notification of his/her supervisor for the purpose of not being able to report for work and for good cause. Notification time will be mutually agreed upon between the building administrator and his/her staff.

(b) The teacher shall assume the responsibility of notifying his/her supervisor when he/she expects to return. If a substitute reports to work because the regular teacher has failed to give proper notice, at least (1) hour before reporting time in that teacher's school, the substitute's stipend will be deducted from the regular teacher's salary.

(c) Immediate family is interpreted to be mother, father, husband, wife or child.

2. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance. Limits will be set at one (1) day and will be deducted from sick leave.

3. Four (4) days for personal leave. The Board understands the need for personal leave; however, there will be no accumulation and personal leave will be deducted from sick leave time beginning with the second day. If no personal days are used, one day will be added to accrued sick leave. Teachers must notify the principal three (3) days in advance of taking personal days. Personal days cannot be taken during the first or last week of the school year unless approved by the Superintendent's office. For 1995-98 personal days may be used before and after holidays with the exception of before the Christmas break, pending the availability of substitutes. Procedure for the administration of the personal leave shall be governed by the following regulations:

(a) The personal leave shall be subtracted from the sick leave accrual after the use of the first day. Teachers not having accrued sick leave shall not be granted the personal leave under the above provisions.

(b) Teachers wishing to make use of the leave must submit an Employee Absence report to the Superintendent at least three (3) days in advance of the anticipated absence, except in cases of emergency.

(c) If the nature of the leave is classified as an emergency, the absence report may be submitted at the earliest possible time.

(d) If the approval of personal leave has not been received prior to the date of absence, the teacher should contact the building principal.

(e) Approval of personal leave will be contingent upon the securing of an acceptable substitute.

F. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons with the prior consent of the Board or its representative:

1. Jury Duty - Persons called for jury duty will be paid the difference between their pay as a juror and their regular salary. Such time as is spent in jury duty will not be charged against sick leave.

2. A teacher engaged during the school day in negotiations in behalf of the Association with any representative of the Board or participating in any professional grievance negotiating, including mediation, shall be released from regular duties without loss of salary, if previously consented to by the Board.

3. The Association shall be granted a total time of eighteen days for use by its members for attendance at state and regional meetings of the Association without loss of salary, sick leave, or personal leave to the individuals attending such meetings. No more than three (3) Association members may be absent at one time. The Association shall pay the cost of the substitutes for attendance at such meetings when using Association days 14 - 15 - 16 - 17 - 18.

4. A leave of absence with pay may be granted for time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend by being served a valid subpoena. Teachers served with a valid subpoena will be paid the difference between the subpoena fee and their regular salary.

(a) A leave of absence of no more than two (2) days per year, to be deducted from a teacher's sick leave, will be granted for appearance in a legal proceeding not covered by the foregoing paragraph, if the teacher is required by law to attend by being served a valid subpoena. Teachers served with a valid subpoena will be paid their regular salary, with the subpoena fee and witness fee to be turned over to the school district.

5. Attendance at Conference - All requests for attendance at conferences during school time, or at any time if reimbursement for expenses is to be claimed, are to be made in writing to the principal. If the principal approves, he/she will countersign the request and forward it to the Superintendent for his/her approval. Reimbursement for expenses will be made only on approved trips.

(a) Travel expenses by car will be reimbursed at the rate approved by the I.R.S. on September 1 of each contract year. Actual expenditures for tolls will be reimbursed. Travel expenses by common carrier will be reimbursed at cost. It should be noted that school business travel is tax free upon filing an affidavit. Affidavits may be obtained from the administration office.

(b) Cost for lodging and meals will be reimbursed at the following cost maximum: Breakfast, \$3.50; Lunch, \$5.50; Dinner, \$10.50. Lodging in state, \$50; lodging out of state, \$65; if the meeting requires staying overnight. Actual receipts must be turned in to the business office for verification and payment. Administrative approval prior to the conference can be granted if circumstances warrant adjustment to the rates. Registration for conference attendance shall not exceed \$25.

(c) The number of teachers allowed to leave at any one time will be within the discretion of the administration.

6. Time necessary for taking selective service physical examination when proof is furnished of the pending examination.

7. In case of absence on account of death in the immediate family, the teacher will be granted five (5) school days. Immediate family is interpreted to mean: mother, father, spouse, parent of spouse; employee's brother, sister, child, maternal and paternal grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren or a dependent in the immediate household.

G. Leaves of absence without pay may be granted upon written application for any reason provided a qualified replacement can be found and with the prior consent of the Board or its designee.

H. In the event a leave of absence is granted in accordance with the provisions of Item G above:

1. The leave shall be limited to one year.

2. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.

3. Salary increments shall not accrue and benefits will not be paid.

4. The Board will send by certified mail, return receipt requested, notification of determination by March 1 of the year in which the leave expires with a copy to the collective bargaining agent.

(a) The teacher shall have until March 15 to respond. The collective bargaining agent shall be informed so as to encourage a response.

(b) Failure to respond by April 1 shall be an irrevocable notice of abandonment of position and a complete waiver of all employment rights.

(c) The District shall inform the teacher, by certified mail, return receipt requested, that his/her voluntary resignation has been accepted and attach a statement of his/her rights under the Tenure Act.

5. Once notice to return provided for in Item (4) of this section of this Article is received by the Superintendent, then the teacher on leave of absence shall be returned to the position which he or she vacated.

I. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, or mononucleosis shall suffer no loss of compensation and shall not be charged with sick leave up to a limit of seven days when proof of such illness is shown by a doctor's statement.

J. Time lost by any teacher in connection with any incident mentioned in Article XII, Protection of Teachers, shall not be charged against the teacher provided a formal determination is made that the teacher was blameless in the incident.

1. Time lost by a teacher in connection with any incident mentioned in Article XII, Protection of Teachers, shall be charged against the teacher provided a formal determination is made that the teacher was blameworthy in the incident.

K. A maternity leave shall be granted a teacher based upon the following conditions:

1. It is the teacher's obligation to notify the Board of her pregnancy and the expected date of delivery at least five (5) months prior to the expected delivery date.

2. A maternity leave shall be granted a teacher upon the teacher's written request and certification by her doctor that she will not be able to perform her usual duties and functions on and after the date the requested leave is to commence.

3. The written request must specify the date the leave is to commence and the date the teacher intends to return to school.

4. The written request must be received by the Board three (3) months prior to the requested commencement date, unless her doctor certifies to the Board in writing that the leave must commence earlier.

5. The Board shall not be obligated to grant a pregnancy leave which is more than 180 school days following commencement of the leave.

6. A teacher desiring to work beyond the sixth month of pregnancy must file a statement from her doctor prior to the sixth month, and monthly thereafter, certifying her fitness to perform all of her normal and regular duties and functions.

7. During the pregnancy leave, sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.

8. Salary increments shall not accrue and benefits will not be paid.

9. Written notice of intention to return shall be given in writing to the Superintendent of Schools at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the teacher's right to employment in the school system.

10. Upon expiration of the granted leave and timely notice to the Superintendent, the teacher shall be assigned to the same position, if available, or a position which pays the equivalent salary.

L. A child care leave shall be granted a teacher based upon the following conditions:

1. The Board will grant a child care leave of absence to a teacher upon the teacher's written request.

2. The written request must specify the date the leave is to commence and the date the teacher intends to return to school.

3. The written request must be received by the Board three (3) months prior to the requested commencement date, unless the adoption takes place sooner than was expected.

4. The Board shall not be obligated to grant a child care leave which is more than 180 days following commencement of the leave.

5. During the child care leave, sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.

6. Salary increments shall not accrue and benefits will not be paid.

7. Written notice of intention to return shall be given in writing thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the teacher's right to employment in the school system.

8. Upon expiration of the granted leave and timely notice to the Superintendent, the teacher shall be assigned to the same position, if available, or a position which pays the equivalent salary.

M. A leave of absence shall be granted to a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

N. A tenure teacher shall be granted a one (1) year leave without pay prior to the beginning of or at the conclusion of the school year to campaign for himself or serve in a public office, if a qualified replacement is available.

O. Subject to the applicable Michigan statutory provisions and to any amendments thereto, the Board may grant a sabbatical leave for study providing:

1. No more than one (1) of the teachers in the district shall be absent on sabbatical leave at any one time.
2. Requests are made in writing to the Superintendent on or before February 1 of the school year preceding the school year for which the leave is sought.
3. The teacher has completed at least seven (7) consecutive full school years of service in the district.
4. The teacher shall agree to remain in the employ of the district for a period of not less than two (2) years following his return from sabbatical leave.
5. The employee on sabbatical leave will be required to file periodic reports with the Superintendent.
6. The Board shall be responsible for granting all leaves and approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
7. The compensation for a teacher on sabbatical leave shall be \$5,000.00. During the sabbatical leave, the sick leave policy will not apply, but the Board will continue to make insurance payments.
8. In the event the teacher fails to fulfill the two (2) year requirement, the Board may require repayment of pro-rated amount due.

P. All school employees represented by the GEA bargaining unit shall have their total accumulated sick leave days posted in the teacher's lounge of their assigned school at the beginning of each current school year.

ARTICLE XII

PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher's responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself or another from attack, or to prevent damage to property, as permitted by state statute.

C. If any teacher is complained against or sued by reason of disciplinary action taken by a teacher against a student, the Board will render all reasonable assistance to the teacher in his defense. The Board shall determine the nature of the reasonable assistance after investigating all of the facts and circumstances surrounding the incident.

D. The Board of Education shall continue its present policy of providing liability insurance for school personnel.

E. A teacher may exclude a pupil from one class when the pupil conducts himself in a grossly unacceptable manner or when the pupil's behavior either by its nature or by its persistence disrupts the class. In such cases, the teacher will furnish the principal, upon request, promptly, full particulars of the incident in writing. In such cases, the teacher will deliver the child into the custody of the principal or the principal's designee.

F. The Board may reimburse teachers for any loss, damage, or destruction of clothing or personal property belonging to the teacher which loss occurs while the teacher is on duty or on the school premises, upon recommendation of the Superintendent.

G. No action will be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is first reported by the complainant parent, in writing, to the principal with a copy to the teacher.

ARTICLE XIII

NEGOTIATION PROCEDURES

A. Two or more members of the professional negotiations committee may attend all Board of Education meetings which are open to the public and receive eleven (11) copies of the agenda prior to the meeting and also receive eleven (11) copies of the minutes of the previous school board meeting the day following the meeting. The Board further agrees to have extra copies available at the board meetings of information which is discussed in the public session. Such copies of information are to be returned to the Board at the conclusion of the meeting.

B. The Association shall be responsible for negotiating with the Board relative to personnel matters to the extent required by Act 379 of the Public Acts of 1965 for the statutory purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for members bargaining in the district. Essentially, these matters will refer to: (1) working conditions; (2) teacher contracts; (3) salaries; (4) dismissals. Every effort shall be made by the Association to settle problem areas related to the mentioned area of concern through proper channels as established by school board policy; for example, through the administrative level, building principals, assistant superintendent or the superintendent.

C. Ethics - All negotiating shall be carried on in an atmosphere of mutual respect and courtesy.

D. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, this Agreement may be reopened for negotiations upon mutual agreement of the Board and the Association.

E. The parties will begin negotiations for a new Agreement for the next ensuing school year by the first of June of the year in which the Agreement expires.

F. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board or a committee of the Board and by a majority of the membership of the Association but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

G. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize, or support nor will any of its members take part in any strike (i.e., the concerted failure to report to duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) for any purpose whatsoever.

ARTICLE XIV

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. A claim by a teacher or by the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed through the grievance procedure including arbitration. However, any rule, order, or regulation of the Board may be processed as a grievance through step 4 (Board level).

B. In the event that a teacher believes that there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative, within five (5) school days after the occurrence of the alleged grievance.

C. If, as a result of the informal discussion with building principal as described above, a grievance still exists, the grieving teacher may invoke the formal grievance procedure within five (5) school days after the informal discussion with the building principal described in Section B above through the Association on the form provided by the Association and the grieving teacher.

1. The grievance shall be signed by the affected teacher and building GEA representative, shall state the facts giving rise to the grievance, shall identify all of the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contentions of the teacher and Association with respect to these provisions and shall indicate the relief requested.

2. Copies of the grievance form above described shall be delivered to the principal and to the Association. If the grievance involves more than one school building, it shall be filed with the Superintendent or a representative designated by the Superintendent.

D. Within five (5) school days of receipt of the signed grievance form described above, the principal shall meet with the Association or its designated representative and the grieving teacher in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association and to the grieving teacher.

E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of the meeting described above, a grievance shall be transmitted within five (5) school days to the Superintendent by the Association. Within seven (7) calendar days, the Superintendent or his designee shall meet with the Association or its designated representative in an effort to resolve the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association and to the grieving teacher.

F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school days of the meeting with the Superintendent provided above, the grievance shall be transmitted to the Board by filing a written copy thereof with the Board, within five (5) school days after receipt of the Superintendent's answer or, in any event, within ten (10) school days after the Superintendent has received the grievance. The Board, or a committee of the Board, no later than its next regularly scheduled meeting or two calendar weeks, whichever shall be later, shall meet with the Association in an effort to resolve the grievance. Disposition of the grievance by the Board shall be made not later than seven (7) school days thereafter in writing. A copy of such disposition shall be furnished to the Association and to any individual grieving party.

G. Any grievance not advanced to the next step by the teacher or Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by mutual agreement between the Board and the Association in writing; then the new date shall prevail.

H. Within five (5) school days, after receipt of the Board's written disposition of the grievance, or if no written disposition has been made within seven (7) school days after the meeting with the Association, within five (5) school days after expiration of the seven (7) school day period, the Association may file a Demand for Arbitration with the American Arbitration Association according to its rules and regulations. The selection of the arbitrator shall be in accordance with the American Arbitration Association's Rules governing labor arbitration.

1. The arbitrator's function shall be limited to the interpretation of this Agreement. Both parties agree to be bound by the award or decision of the arbitrator. The arbitrator may only rule on a specific alleged violation of the agreement.

I. The arbitration procedure provided herein shall not be used to resolve matters involving the dismissal of probationary teachers, matters coming under the jurisdiction of the State Tenure Commission, or the Michigan Teacher Tenure Act, the failure to employ or reemploy a teacher to the extra-curricular schedule, and the content of a supervisor's evaluation (but not the procedures set forth in Article X).

J. It shall be affirmative obligation of all parties to a grievance to notify all other parties to the grievance whenever it appears that a grievance involves a question not subject to arbitration under the preceding section.

K. The immediately preceding sections shall be interpreted to restrict only the use of the arbitration portion of the grievance procedure and shall not be interpreted to restrict the right of any person or organization to bring a grievance on any subject appropriate under Section A of this Article which he, she, or it deems important whether involving excluded questions mentioned in Section I of this Article or not.

L. The fees and expenses of the arbitrator shall be shared equally by the parties.

M. The time limits provided in this Article shall be strictly observed but may be extended by the parties in the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

N. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through resolution.

O. All time limits shall refer to school days until summer recess begins. Thereafter, time limits shall refer to calendar days, excluding Saturdays, Sundays, and legal holidays.

ARTICLE XV

MANAGEMENT RIGHTS CLAUSE

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

1. To the exclusive management and control of the school system, its property, facilities, operations, and affairs.
2. To hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling, including business or school hours or days of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to, and to direct all employees.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To make and change policies not inconsistent with the terms thereof.
6. To determine services, supplies, and equipment; to determine all methods and means of distributing, disseminating, or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
7. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs, as opposed to Association matters.
9. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

All other rights not specifically relinquished by this Agreement are retained by the Board. If the Board should fail to exercise any of its rights or exercise them in a particular way, it shall not be deemed to have waived such rights or be precluded from exercising them in some other way.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States. Nothing contained in Article XV shall deprive the Association of any rights afforded to it under Act 379 of Public Acts of 1965.

ARTICLE XVI

TEACHER CERTIFICATION

A. The Board establishes as minimum requirements for initial employment of teachers the possession of a bachelor's degree and Michigan elementary or secondary provisional certificate or the equivalent. If it is necessary to deviate from this policy, the deviations will be in accord with the Michigan Department of Education regulations.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the Terms of this Agreement.

B. Copies of this Agreement shall be distributed at the expense of the Board of Education and presented to all teachers now employed or hereafter employed by the Board.

C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. The Board will deduct tax deferred annuities from the salary of the teacher upon request of the teacher. Association members participating in this clause will be grandfathered as of September 3, 1985; however, it will take at least 10% of the Association populace to open any new tax sheltered annuities from the signing of this Agreement. All employees must file a written application during open enrollment beginning September 1 of the contract year.

E. The teacher shall submit to any physical and/or mental examination at the inception of the school year or at any time during the course of the school year as may be directed by the Board. The physical and/or mental examination shall be paid for by the Board of Education. If the school district has substantial reason to question the physical and/or mental health of a teacher, the Board may place such teacher on a leave of absence in accordance with the Michigan Tenure Law.

1. The Board of Education will provide tuberculin skin tests at no cost to the employee for non-positive reactors. Positive reactors having x-rays, tests, etc., taken by private physicians or private clinics will not be reimbursed for the cost of same.

F. The Board shall include in each school library a copy of the School Code, Tenure Act, and the annual financial audit report.

G. A teacher transferring into the district with prior experience may be given full credit for five (5) years experience and half credit for each additional year. A teacher who has had military service time can receive up to four (4) years of transfer credit.

H. The teachers will be paid in bi-weekly installments redeemable on the date of the check with the exception of retirees. Teachers will have the option to be paid as follows: (1) 26 installments; (2) 20 installments; or (3) a lump sum payment on the 21st installment.

I. A terminal sick leave settlement of 100% of the cumulative sick leave (capped for new employees as of 1985 at 185 days) at \$40.00 per day will be paid upon retirement or leaving the employ of the Gwinn School District, or to a beneficiary selected by the teacher in case of death, provided the teacher has been employed by the school district for ten (10) years or in excess thereof. Teachers hired prior to 1978-79 will be subject to the five (5) year clause of the 1977-78 contract. Terminal Leave: Effective the 1991-92 year of the Agreement, existing employees will be grandfathered with new employees hired beginning with the 1991-92 year excluded from receiving the terminal leave payout.

J. The salary schedule is based upon the number of days as determined by the school calendar and in accordance with the law.

K. When a teacher earns a degree or earns sufficient semester hours to move from one position on the salary schedule to another, adjustments on the salary schedule shall take place retroactively to the beginning of the contract year. A transcript of college credit or evidence of enrollment in approved college courses must be filed with the Superintendent by October 1 of each year in order to be considered. Beginning with the 1989-90 school year, notification must be given by June 1st for the ensuing year.

L. If hours by the teachers are not approved by the college or university as credit on an advanced degree, such hours must be related to a teacher's major field or be directly related to the teacher's present teaching area. All other courses must first be approved by the Superintendent in order for the teacher to advance on a salary schedule.

M. Students from the Business Education Cooperative Program (work study program), who are assigned as secretaries in school offices, will have duties which include the assisting of teachers in the preparation and reproduction of instructional materials.

N. Early Retirement

1. Teacher must have reached the age requirement as set forth by the State of Michigan retirement laws.

2. Teacher must have taught a minimum of 15 years in Gwinn or have 20 years teaching experience (10 years of which have been in Gwinn).

3. During the course of this contract, the early retirement incentive must be exercised in the year the teacher becomes eligible or all rights to this incentive will be forfeited. This one-time incentive will be \$16,000 with the option to split into lump sum payments of \$9,000 and \$7,000. The Board of Education will offer an optional tax shelter plan to all retirees for the above incentive subject to the rules and regulations of the IRS in effect at that time. Retirement eligibility will be determined by Q (1) above. Article XVII (MISCELLANEOUS PROVISIONS), Section Q of the 1990-93 Master Agreement between the Association and the Board, as extended, will be deleted from the Agreement effective the first day of school for the 1997-98 school year. Unless modified by the parties, Section Q will continue, through the day prior to the start of school for the 1997-98 school year.

4. Payment of the incentive check will take place within 45 days of the last day of work and in subsequent years within 45 days of the anniversary of retirement.

5. This retirement incentive benefit will be paid to the retiree or their beneficiary, in case of death of the retiree.

6. Notice must be given to the Superintendent by March 1 of the year of eligibility of intent to retire or by November 1 for mid-year retirement.

7. For sake of clarification the year shall be defined as the opening day of school, through the day prior to the start of the next school year.

8. See "Letter of Understanding" - EARLY RETIREMENT INCENTIVE (attached)

O. Written explanation of all contract changes shall be presented to the membership by the P. N. team at the time of ratification. Sufficient copies shall be given to the administration to facilitate communication to the membership. It shall be the responsibility of the G.E.A. to respond to inquiries regarding contract language from its membership.

ARTICLE XVIII

AGENCY SHOP AND DUES DEDUCTION

A. Service Fee: Any teacher who is not a member of the Association and who does not make application for membership shall as a condition of employment pay to the treasurer of the G.E.A. an amount determined by the Association, permitted by law and not to exceed regular monthly dues, on a regular monthly basis. This will serve as a contribution toward the administration of this Agreement.

B. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected.

1. If the teacher fails to comply, the president of the Association may file and must sign charges in writing, with the Board, and shall request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

2. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the dues.

3. Failure of a teacher to pay a service fee in an amount determined by the Association, permitted by law and not to exceed regular monthly dues, on a regular monthly basis, toward the administration of this Agreement shall be recognized as reasonable and just cause for discharge by the District. The teacher will not be discharged until after the Board's written decision and after the end of the school year during which noncompliance with this Article occurs.

C. Agreement of Defense: It is agreed by the parties to this Agreement that the GEA and MEA will assume the sole defense of this Agency Shop Clause in any action brought against either the Gwinn Area Community Schools and/or the GEA and the MEA arising out of this Agency Shop Clause.

D. Agreement of Indemnity: The GEA and MEA will indemnify and hold harmless the Gwinn Area Community Schools and assume and discharge the District's full and complete liability arising out of or in connection with any and all litigation or proceedings brought against the District by any employee, groups of employees, or any other person who has been discharged pursuant to Article XVIII of the parties' collective bargaining agreement.

E. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board a written assignment authorizing deduction of the Association's monthly membership dues, or a monthly service fee from nonmembers, in the amount the Association establishes on the first day of school. Such sums shall be deducted from the regular salaries of the teachers commencing with the second pay period in September and continuing for a ten month period, and remitted to the Treasurer of the Gwinn Education Association unless revoked in writing by the teacher between July I and September I of any given year; otherwise such authorization shall remain in effect from year to year.

ARTICLE XIX

INSURANCE

GENERAL

A. Employees newly hired by the Board shall be eligible for Board paid insurance premiums upon acceptance of employees' written application by the insurance carriers. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier. The administration will post notification in each building informing members of open enrollment. It is the responsibility of administration to inform and explain the fringe benefit options to employee.

B. Changes in family status shall be reported by the employee to the personnel office within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board in his or her behalf for failure to comply with this paragraph.

C. Employees are responsible to contact the insuring carrier within 30 days of termination of Board paid insurance for conversion provisions available after termination.

D. The benefits stated in this Article shall be provided to only regular and permanent full time teachers.

1. Part-time employees may apply the equivalent of a prorated portion of a full time employee's insurance package premium (prorated by dividing such part-time employee's hours/days actually worked by the normal annual schedule of hours/days worked by regular full time employees) toward MESSA-PAK insurance.

E. In the event of a strike, or a violation of the no-strike clause, the Board's obligation to pay the premiums for the benefits stated in this Article shall terminate for the duration of the strike and the Board shall be reimbursed for any premiums paid but unused.

F. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits, which it has contracted for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

G. Subject to the terms of the contract with the respective insurance carrier, the insurance benefits provided shall commence on the first compensable working day of the teacher and that coverage shall remain in effect continuously for the duration of this Agreement as long as the teacher is employed by the Board. The Board's obligation to pay the premiums for the insurance provided in this Article shall terminate upon the completion of the employee's contract year.

HEALTH INSURANCE

H. The Board shall provide payment of all premiums for all permanent full time teachers, MESSA's Super Care 1 program, with a \$50/\$100 deductible and prescription cost of \$2.00. The Board shall reimburse any teacher paid deductibles upon proof of payment by the teacher.

1. Employees Not Taking Health Insurance: For the 1995-98 school years, the Board shall deposit \$1,250 per year into a deferred compensation account for the employees not taking health insurance. The Board will pay the premiums to provide an additional \$10,000 negotiated term life insurance (see term life insurance) a prescription drug plan with a \$2.00 co-payment will also be offered.

2. The Board shall make all reasonable efforts to adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The Board shall maintain such a qualified plan as long as legally permitted and necessary.

DENTAL INSURANCE

I. The Board shall provide payment of premiums for the following dental care program:

Auto + 100: 90/90/90, \$1500 Ortho Maximum, including internal and external coordination of benefits (COB) for a full twelve month period for the teacher and his/her entire family.

For 1995-98 the carrier shall be Delta Dental.

SHORT TERM DISABILITY INSURANCE

J. The Board will contribute up to but not to exceed \$16.00 per month for "Short Term Disability Income Insurance" available through MESSA.

DEPENDENT LIFE INSURANCE

K. The Board will contribute up to but not to exceed \$1.48 per month for "Negotiated Dependent Life Insurance." (\$2,000 each.) In 1995-98, the carrier shall be MESSA.

TERM LIFE INSURANCE

L. The Board will pay the premiums to provide \$40,000 negotiated term life insurance with AD and D protection, for all full time teachers regularly employed in the District. This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy and any claim settlement between the teacher and the insurance carrier shall not be the basis of a grievance or subject to arbitration. The Board shall select the carrier.

LONG TERM DISABILITY INSURANCE

M. The Board will provide payment of premiums for the following Long Term Disability program:

- Benefit of 66 2/3% of normal monthly earnings
- \$2,000 maximum monthly benefit
- 180 calendar days straight wait
- Social Security Freeze
- Alcoholism/drug addiction and mental/nervous same as any other illness
- Pre-existing conditions included
- Social Security benefits integrated with monthly benefits

1. This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy and any claim settlement between the teacher and insurance carrier shall not be the basis of a grievance or subject to arbitration.

For 1995-98 the carrier is MESSA.

VISION INSURANCE

N. The Board shall provide payment of premiums for the following vision care program:

Benefits are as specified in the policy. A portion of the cost of examinations and one set of corrective spectacle lenses and frames will be covered once in a twelve-month policy year for each eligible member of the family. Coverage for corrective contact lenses and an examination is to be obtained in lieu of all other covered charges. Internal and external coordination of benefits is provided.

For 1995-98 the carrier is MESSA VSP-III Plus.

ARTICLE XX

INCLUSIVE EDUCATION OR ITS EQUIVALENCY

Section 1

- A. Any bargaining unit member who it can be reasonably anticipated will be teaching or otherwise providing instructional services to a handicapped student in a regular education classroom setting shall be invited in writing to participate in the individual educational planning committee (IEPC) for such student. Unless directed to attend by the Employer, the member may choose not to do so.
- B. If any bargaining unit member in writing advises the Employer of a reasonable basis to believe that a handicapped student's current individual educational planning committee (IEPC) report is not meeting the student's unique needs as required by law, the Employer shall forthwith call an IEPC. The member so advising the Employer shall be invited to, and attend, the IEPC.
- C. Any bargaining unit member who may be called upon to participate in an individual educational planning committee (IEPC) meeting shall be provided with a copy of the Michigan Department of Education's "Policy Regarding Least Restrictive Environment" (dated January 10, 1984) and formal inservice training regarding its meaning, application and implementation, particularly the "13 Step" process.
- D. The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student. Accordingly, in order to assure that the handicapped student will be allowed to participate in regular education programs and services to the maximum extent appropriate, the Employer shall:
1. Within the sixty (60) days of the start of the school year, and periodically thereafter, provide inservice training to regular education personnel regarding the instruction and behavioral management of handicapped students in the regular education classroom setting. A variety of such programs will be provided, the subjects to include the differing approaches, problems and techniques to be utilized with varying handicapping conditions, to be mutually agreed upon by the Employer and the Association. Such inservice training shall be expedited for any regular education personnel who shall be asked to provide or supervise instructional services to any handicapped students identified as severely multiply impaired, severely mentally impaired, autistically impaired, trainable mentally impaired, or severely language impaired.
 2. Prior to the start of the school year, appoint a committee mutually agreeable to the Association, such committee being comprised of bargaining unit members, other District personnel and persons outside the District with expertise in the education of handicapped students in the regular education classroom setting. The purpose of the committee shall be to receive, review, and respond to the request of any bargaining unit member regarding assistance desired in resolving problems arising out of the member's attempt to implement the least restrictive environment mandate in the member's regular education classroom. Participation by a bargaining unit member on the committee or in presenting and discussing any problem with the committee shall be at no cost to the member with the Employer providing release time or compensation at the rate of \$9.00 per hour for work beyond the regular workday. The aforementioned release time and compensation rate will apply to any teacher whose attendance is necessary at an IEPC meeting.
 3. Provide sufficient teacher consultant, instructional and other aide/paraprofessional support personnel and other personnel as necessary to implement the IEPC for each handicapped student in the District.
 4. Provide such supplementary aids and equipment as necessary to implement the IEPC for each handicapped student in the District.

E. The Employer agrees that in implementing the least restrictive environment mandate, it shall not assign a proportion of handicapped students to any specific regular education classroom or school building greater than the number of handicapped students who would otherwise attend the regular education class or building, as the case may be, if nothandicapped, under the District's normal attendance area policy, absent the express written consent of the Association.

ARTICLE XXI

DURATION OF AGREEMENT

A. This agreement shall be effective as of the 14th day of August, 1995, and shall continue until the day prior to the start of school for the 1998-99 school year. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Gwinn Education Association/
Michigan Education Association/
National Education Association

Gwinn Board of Education

by Stanley Bjork by Walter Patterson
Stanley Bjork, President Walter Patterson, President

by John Quigley by Marilyn Ryan
John Quigley, Co-Chairperson Marilyn Ryan, Secretary

by Cerona K. Stevens
Cerona Stevens, Co-Chairperson

Effective this 14th day of August, 1995.

Schedule "A-1"

GWINN AREA COMMUNITY SCHOOLS										
95-96 SALARY SCHEDULE										
STEP	S-1 INDEX	BA SALARY	S-2 INDEX	BA+20 SALARY	S-3 INDEX	MA SALARY	S-4 INDEX	MA+15 SALARY	S-5 INDEX	MA+30 SALARY
0	100%	23,520	104%	24,460	110%	25,873	116%	27,284	122%	28,695
1	104%	24,460	108%	25,402	114%	26,813	120%	28,224	126%	29,635
2	108%	25,402	112%	26,342	118%	27,753	124%	29,164	130%	30,577
3	114%	26,813	118%	27,753	124%	29,164	130%	30,577	136%	31,988
4	120%	28,224	124%	29,164	130%	30,577	136%	31,988	142%	33,399
5	126%	29,635	130%	30,577	136%	31,988	142%	33,399	148%	34,810
6	132%	31,046	136%	31,988	142%	33,399	148%	34,810	154%	36,221
7	138%	32,457	142%	33,399	148%	34,810	154%	36,221	160%	37,632
8	144%	33,868	148%	34,810	154%	36,221	160%	37,632	166%	39,043
9	150%	35,281	154%	36,221	160%	37,632	166%	39,043	172%	40,454
10	156%	36,692	160%	37,632	166%	39,043	172%	40,454	178%	41,865
11	162%	38,103	166%	39,043	172%	40,454	178%	41,865	184%	43,276
12	168%	39,514	172%	40,454	178%	41,865	184%	43,276	190%	44,689
13	174%	40,925	178%	41,865	184%	43,276	190%	44,689	196%	46,100
14	180%	42,336	184%	43,276	190%	44,689	196%	46,100	202%	47,511
15					196%	46,100	202%	47,511	208%	48,922
20					202%	47,511	208%	48,922	214%	50,333

Schedule "A-2"

GWINN AREA COMMUNITY SCHOOLS
96-97 SALARY SCHEDULE

STEP	S-1 INDEX	BA SALARY	S-2 INDEX	BA+20 SALARY	S-3 INDEX	MA SALARY	S-4 INDEX	MA+15 SALARY	S-5 INDEX	MA+30 SALARY
0	100%	24,226	104%	25,194	110%	26,649	116%	28,102	122%	29,556
1	104%	25,194	108%	26,164	114%	27,617	120%	29,071	126%	30,524
2	108%	26,164	112%	27,133	118%	28,586	124%	30,039	130%	31,494
3	114%	27,617	118%	28,586	124%	30,039	130%	31,494	136%	32,947
4	120%	29,071	124%	30,039	130%	31,494	136%	32,947	142%	34,401
5	126%	30,524	130%	31,494	136%	32,947	142%	34,401	148%	35,854
6	132%	31,978	136%	32,947	142%	34,401	148%	35,854	154%	37,308
7	138%	33,431	142%	34,401	148%	35,854	154%	37,308	160%	38,761
8	144%	34,885	148%	35,854	154%	37,308	160%	38,761	166%	40,214
9	150%	36,339	154%	37,308	160%	38,761	166%	40,214	172%	41,668
10	156%	37,792	160%	38,761	166%	40,214	172%	41,668	178%	43,121
11	162%	39,246	166%	40,214	172%	41,668	178%	43,121	184%	44,575
12	168%	40,699	172%	41,668	178%	43,121	184%	44,575	190%	46,029
13	174%	42,153	178%	43,121	184%	44,575	190%	46,029	196%	47,483
14	180%	43,606	184%	44,575	190%	46,029	196%	47,483	202%	48,936
15					196%	47,483	202%	48,936	208%	50,390
20					202%	48,936	208%	50,390	214%	51,843

Schedule "A-3"

GWINN AREA COMMUNITY SCHOOLS										
97-98 SALARY SCHEDULE										
STEP	S-1 INDEX	BA SALARY	S-2 INDEX	BA+20 SALARY	S-3 INDEX	MA SALARY	S-4 INDEX	MA+15 SALARY	S-5 INDEX	MA+30 SALARY
0	100%	24,952	104%	25,950	110%	27,448	116%	28,945	122%	30,442
1	104%	25,950	108%	26,949	114%	28,446	120%	29,943	126%	31,440
2	108%	26,949	112%	27,946	118%	29,444	124%	30,941	130%	32,439
3	114%	28,446	118%	29,444	124%	30,941	130%	32,439	136%	33,936
4	120%	29,943	124%	30,941	130%	32,439	136%	33,936	142%	35,433
5	126%	31,440	130%	32,439	136%	33,936	142%	35,433	148%	36,930
6	132%	32,937	136%	33,936	142%	35,433	148%	36,930	154%	38,427
7	138%	34,434	142%	35,433	148%	36,930	154%	38,427	160%	39,924
8	144%	35,931	148%	36,930	154%	38,427	160%	39,924	166%	41,421
9	150%	37,429	154%	38,427	160%	39,924	166%	41,421	172%	42,918
10	156%	38,926	160%	39,924	166%	41,421	172%	42,918	178%	44,415
11	162%	40,423	166%	41,421	172%	42,918	178%	44,415	184%	45,912
12	168%	41,920	172%	42,918	178%	44,415	184%	45,912	190%	47,410
13	174%	43,417	178%	44,415	184%	45,912	190%	47,410	196%	48,907
14	180%	44,914	184%	45,912	190%	47,410	196%	48,907	202%	50,404
15					196%	48,907	202%	50,404	208%	51,901
20					202%	50,404	208%	51,901	214%	53,398

SCHEDULE "B"

A. To the extent possible every effort will be made to make assignment to extra curricular activities on a voluntary basis. The Association shall designate a representative to enable the building principal to secure teachers to participate in extra curricular activities.

B. Once an assignment is made to the extracurricular schedule, a teacher may not resign for that school year. A evaluation and procedural handbook will be given to all coaches. The Athletic Director will evaluate all coaching personnel and, with the Principal, will make recommendations to the Superintendent for continued employment. All personnel receiving a favorable evaluation will continue in their said position. A coach and anyone holding an extracurricular assignment shall have no expectancy of serving in that position from one year to the next. The Athletic Director and/or Principal's recommendation to the Superintendent to appoint or hire any individual to a coaching or other extracurricular assignment shall not be subject to the grievance procedure.

C. Requests for additional activities must be presented in writing to the Superintendent of Schools for his approval prior to September 30, in order to be added to the list that follows.

D. All G.E.A. members participating in any Schedule "B" activity for the 1995-98 school years shall receive compensation at no less than the rate contained herein. Salaries of those newly hired persons for the 1989-90 school year and thereafter will no longer be under the terms of this agreement with the exception of Group I.

**EXTRACURRICULAR ACTIVITIES
APPLICABLE TO THE
1995-1996 SCHOOL YEAR**

GROUP I

Art, High School	\$ 378
Band Council/Staff. High School	284
Band Ensemble/Honor. High School	738
Band Marching, High School	115
Band, High School	1,442
B.O.E.C., High School	592
Chess, High School	404
Debate, High School	592
D.E.C.A., High School	592
Drama, High School	417
Drama, Middle School	417
Drill Team	417
Flag Line Instructor	417
Forensics, High School	527
French Club, High School	555
Freshman Class, High School	333
Future Homemakers, High School	555
Future Nurses, High School	333
Future Teachers, High School	443
High School Bowl	592
Junior Class, High School	508
Middle School Band	722
Middle School Ensemble	738
Middle School Bowl	443

Multi-Cultural Club	0
National Honor Society, High School	432
Newspaper, High School	685
Safety Patrol, Gilbert	281
Safety Patrol, K.I. Sawyer	281
Safety Patrol, Skandia	281
School Plays (full length)	685
Science Club, High School	558
Science Olympiad	592
Senior Class, High School	462
Service Squad, Gilbert	281
Service Squad, K.I. Sawyer	281
Service Squad, Skandia	281
Ski Club, High School	296
Sophomore Class, High School	333
Spanish Club, High School	555
Student Council, High School	737
Student Services Club	541
Varsity Club	592
Video Club, High School	795
V.I.C.A., High School	592
Yearbook, High School	1,442

GROUP II

Game Statistician	\$15.43/game
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GAME OFFICIALS	
Varsity	\$15.43/game
Junior Varsity	\$11.32/game
Junior High and Freshmen	\$ 9.60/game

GROUP III

TICKET SELLERS AND CROWD CONTROL	
Varsity and Junior Varsity	\$15.43 for one event/ \$20.93 for two events
Junior High and Freshmen	\$ 9.60

TICKET TAKERS	
Varsity and Junior Varsity	\$11.32 for one event/ \$15.43 for two events
Junior High and Freshmen	\$ 9.60

GROUP IV

DRIVER EDUCATION SALARIES	
1st and 2nd year	\$15.25
3rd and 4th year	\$15.97
5th and 6th year	\$16.71
over 6th year	\$17.43

Note: A minimum of 100 hours per year is one (1) year credit.

1995-96 ATHLETIC COACHES SALARIES (\$20,360 BASE)

FOOTBALL (All based on 3 weeks preschool)								
STEP	%	VARSITY	%	JV & ASST VARSITY	%	ASST JV FRESHMAN	%	ASST FRESHMAN
0	16.5	\$3359	11.5	\$2341	9.5	\$1934	7.5	\$1527
1	17.0	\$3461	12.0	\$2443	10.0	\$2036	8.0	\$1629
2	17.5	\$3563	12.5	\$2545	10.5	\$2138	8.5	\$1731
3	18.0	\$3665	13.0	\$2647	11.0	\$2240	9.0	\$1832
4	18.5	\$3767	13.5	\$2749	11.5	\$2341	9.5	\$1934
5	19.0	\$3868	14.0	\$2850	12.0	\$2443	10.0	\$2036

BASKETBALL								
STEP	%	VARSITY	%	JV	%	FRESHMAN	%	7TH & 8TH
0	16.5	\$3359	11.5	\$2341	9.5	\$1934	5.5	\$1120
1	17.0	\$3461	12.0	\$2443	10.0	\$2036	6.0	\$1222
2	17.5	\$3563	12.5	\$2545	10.5	\$2138	6.5	\$1323
3	18.0	\$3665	13.0	\$2647	11.0	\$2240	7.0	\$1425
4	18.5	\$3767	13.5	\$2749	11.5	\$2341	7.5	\$1527
5	19.0	\$3868	14.0	\$2850	12.0	\$2443	8.0	\$1629

WRESTLING & TRACK (Girls & Boys)								
STEP	%	VARSITY	%	JV	%	FRESHMAN	%	7TH & 8TH
0	9.5	\$1934	9.5	\$1934	5.5	\$1120	5.5	\$1120
1	10.0	\$2036	10.0	\$2036	6.0	\$1222	6.0	\$1222
2	10.5	\$2138	10.5	\$2138	6.5	\$1323	6.5	\$1323
3	11.0	\$2240	11.0	\$2240	7.0	\$1425	7.0	\$1425
4	11.5	\$2341	11.5	\$2341	7.5	\$1527	7.5	\$1527
5	12.0	\$2443	12.0	\$2443	8.0	\$1629	8.0	\$1629

STEP	%	CROSS COUNTRY	%	SKIING TENNIS GOLF	%	SWIMMING VARSITY	%	SWIMMING ASSISTANT
0	5.5	\$1120	5.5	\$1120	9.5	\$1934	2.5	\$ 509
1	6.0	\$1222	6.0	\$1222	10.0	\$2036	3.0	\$ 611
2	6.5	\$1323	6.5	\$1323	10.5	\$2138	3.5	\$ 713
3	7.0	\$1425	7.0	\$1425	11.0	\$2240	4.0	\$ 814
4	7.5	\$1527	7.5	\$1527	11.5	\$2341	4.5	\$ 916
5	8.0	\$1629	8.0	\$1629	12.0	\$2443	5.0	\$1018

STEP	%	VARSITY V. BALL	%	JV V. BALL	%	CHEER FALL & WINTER	%	CHEER 7TH & 8TH
0	9.5	\$1934	5.5	\$1120	3.0	\$611	2.0	\$407
1	10.0	\$2036	6.0	\$1222	3.0	\$611	2.0	\$407
2	10.5	\$2138	6.5	\$1323	3.0	\$611	2.0	\$407
3	11.0	\$2240	7.0	\$1425	3.0	\$611	2.0	\$407
4	11.5	\$2341	7.5	\$1527	3.0	\$611	2.0	\$407
5	12.0	\$2443	8.0	\$1629	3.0	\$611	2.0	\$407

Schedule "C"

GWINN AREA COMMUNITY SCHOOLS

1995-1996

SCHOOL CALENDAR

(Teacher Days)
Student Days)

August

M	T	W	T	F
6				
4				
			24	25
28	29	30	31	

September

M	T	W	T	F
				1
20	④	5	6	7
20	11	12	13	14
	18	19	20	21
	25	26	27	28

October

M	T	W	T	F
	2	3	4	5
22	9	10	11	12
22	16	17	18	19
	23	24	25	26
30	31			

November

M	T	W	T	F
		1	2	3
19	6	7	8	9
19	13	14	⑮	16
	20	21	22	⑳
	27	28	29	30

December

M	T	W	T	F
				1
14	4	5	6	7
14	11	12	13	14
	18	19	20	㉑
	㉒	㉓	㉔	㉕

January

M	T	W	T	F
	①	2	3	4
22	8	9	10	11
22	15	16	17	18
	22	23	24	25
29	30	31		

February

M	T	W	T	F
			1	2
21	5	6	7	8
21	12	13	14	15
	19	20	21	22
	26	27	28	29

March

M	T	W	T	F
				1
21	4	5	6	7
21	11	12	13	14
	18	19	20	21
	25	26	27	28

April

M	T	W	T	F
	1	2	3	4
16	⑧	⑨	⑩	⑪
16	15	16	17	18
	22	23	24	25
29	30			

May

M	T	W	T	F
		1	2	3
22	6	7	8	9
22	13	14	15	16
	20	21	22	23
	⑳	28	29	30

June

M	T	W	T	F
0	3	4	5	6
0	10	11	12	13

- Sept. 04 - Labor Day
- Nov. 15 - Fall Break
- Nov. 23 - Thanksgiving
- Dec. 25 - Christmas
- Jan. 01 - New Year's Day
- Apr. 05 - Good Friday
- May 27 - Memorial Day

○ Holidays

181 - Student Days
(includes half days)

183 - Teacher Days
(includes half days)

Aug. 24 - 1st teacher day
Aug. 28 - 1st student day

May 31 - last teacher day
May 31 - last student day

Schedule "C"

GWINN AREA COMMUNITY SCHOOLS
GWINN, MICHIGAN 49841

1995 - 1996

REVISED
SCHOOL CALENDAR

August 24	First Day for Teachers	
August 28	First Day for Students	
September 4	Labor Day	No School
November 1-3	Parent/Teacher Conferences	Students, A.M. only
November 15	Fall Break	No School
November 23-24	Thanksgiving Holiday	No School
Dec. 21 - Jan. 1	Christmas Vacation	No School
January 2	School Resumes	
January 18-19	Records Day	Students, A.M. only
March 26-29	Parent/Teacher Conferences	Students, A.M. only
April 5-12	Spring Vacation	No School
April 15	School Resumes	
May 27	Memorial Day	No School
May 30-31	Records Days	Students, A.M. only
May 31	Last Day for Students Last Day for Teachers	

STUDENTS IN SESSION

August	04
September	20
October	22
November	19
December	14
January	22
February	21
March	21
April	16
May	22
<u>TOTAL</u>	<u>181</u>

SUPPLEMENTAL ADDENDUM TO CONTRACT

Letter of Understanding #1

The purpose of this letter of understanding is to set forth certain understandings of the parties relative to the inclusion of the school nurse in the bargaining unit.

- (1) The salary of the school nurse is set forth in Exhibit A, attached hereto.
- (2) The school nurse shall work ten (10) days additional to the teacher work year and the work day shall consist of 7-1/2 hours with a one half hour duty free lunch hour.
- (3) The reporting time of work shall be assigned by the Superintendent.
- (4) It is agreed by the parties that certain provisions of the collective bargaining agreement are applicable to classroom teachers only and accordingly the school nurse shall continue to perform those nursing and teaching duties that have been performed in the past and as directed by the Superintendent.

Letter of Understanding #2

The parties agree as follows: Effective in the school year 1991-92, longevity payments will be made to teachers who are on the salary schedule in:

Years 16-19	\$300.00
Years 20-24	600.00
Years 25 +	800.00

Longevity payments will be payable in equal payments, made at the end of each semester. Longevity will not be paid to anyone receiving a step increment on the salary schedule, nor to anyone who has not accumulated at least ten years actual teaching experience in the Gwinn School District.

Letter of Understanding #3

The purpose of this letter of understanding is to set forth certain understandings of the parties relative to "Short Term Disability", Article XIX, Section J.

Employees have three (3) options:

1. The Board will contribute up to but not exceed \$16.00 per month for "Short Term Disability Income Insurance" available through MESSA commencing on the 8th day.
2. The Board will contribute up to but not exceed \$16.00 per month for "Short Term Disability Income Insurance" available through MESSA commencing on the 29th day.
3. The Board will contribute a lump-sum payment of \$192.00 to be paid with the first pay in December. This payment will not be considered for retirement benefits or base pay and will be deducted from settlement pay in the case of resignation or retirement before the school year ends.

Letter of Understanding #4

Throughout the duration of these negotiations, G.E.A. members who are requested by the administration and agree to serve on the site-based decision-making committees, beyond the normal work day, will be compensated at the rate of \$9.00 per hour.

Letter of Understanding #5

The parties agree that Article XVII, Section H, will be deleted from the Master Agreement but with the understanding that this deleted section remains applicable to one remaining qualified association member only, Theresa Gust, as long as she is employed by the school district.

Letter of Understanding #6

The parties agree that Article XVII, Section P, will be deleted from the Master Agreement but with the understanding that this deleted section remains applicable and is grandfathered to the following four (4) qualified association members only, subject to its provisions:

Christine Boyle
Darryl Dobrzanski

John Quigley
Richard Wells

Letter of Understanding #7

The purpose of this letter of understanding is to set forth certain understandings of the parties relative to "Schedule B" of the Master Agreement:

1. The Schedule B will be disassociated from the Master Agreement and will be discussed and adjusted independent of the Master Agreement.
2. There will be no automatic salary increases of Schedule B based upon other salary increases in the Master Agreement, except as stated in #3 below.
3. For the school year, 1995-96, only, the Schedule B base will be increased by 2% of the 1994-95 year base to \$20,360. A committee composed of association members and Board of Education representatives will bargain Schedule B salary rates in subsequent years.

LETTER OF UNDERSTANDING

EARLY RETIREMENT INCENTIVE

RE: Labor Agreement between the Gwinn Education Association/Michigan Education Association, hereinafter called the "Association", and the School District of Gwinn Area Community Schools, hereinafter called the "Board".

Article XVII (MISCELLANEOUS PROVISIONS), Section Q (Early Retirement) of the 1990-93 Master Agreement between the Association and the Board, as extended, will be deleted from the Agreement effective the first day of school for the 1997-98 school year. Unless modified by the parties, Section Q will continue in the Agreement as in the 1990-93 Master Agreement, without change, through the day prior to the start of school for the 1997-98 school year.

Upon deletion of Section "Q", Section "R" will be relettered Section "Q".

Dated: July 11, 1994

GWINN EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION

GWINN BOARD OF EDUCATION

By: Stanley Bjork
President

By: Walter J. Kuttner
President

By: John Ringley
Chairperson

By: Marilyn Ryan
Secretary

ATTACHMENT

- A. In Article XI, B., the maximum accumulation allowable of sick leave days for all teachers for sickness or illness shall be 185 days. The second sentence grandfathering certain employees as of September 3, 1985, will be deleted from the contract. (p. 16)
- B. Post 1991-92 hires will continue not to receive the payoff for accumulated sick leave days as set forth in Article XI, B. 3. and Article XVII, J. Pre 1991-92 hires will be limited to 100 days payoff for terminal leave purposes, under both Article XI, B., 3. and Article XVII, J. (p. 29) 100 days for those individuals qualifying for terminal leave pay will be the maximum payoff. \$40 per day will continue to be the payoff figure.
- C. Anyone with more than 100 days accumulation of sick leave can "sell" such sick days back during the 1995-96 school year by the date of March 1, 1996. Employees must meet the vesting test set forth in B., 1. During the 1995-96 school year only, individual teachers can sell back part of their days in 1995 and part of their days in 1996. Thereafter, they will follow the language set forth in B., 2. and the prior practice in such regard. (p. 16)
- (1) EXAMPLE: A teacher has 224 days of accumulated sick leave. He or she can sell, by March 1, 1996, days back to the District for \$40 per day. These days can be split either in 1995 or 1996, or both, only for the 1995-96 school year. He or she could sell to the level of 0, 15, 89, 100, 120, etc. (However, it is assumed that no one will not sell down to the level of 185 days, since this is the maximum which can be accumulated for sick leave or illness purposes in the future.)
- D. If a teacher has accumulated above 100 days, after the 1995-96 school year, he or she can sell back to the School the number of unused days for the given school year. The teacher could not sell back the number of days between 100 and the number accumulated at the start of the year.
- (2) EXAMPLE: A teacher has 125 days accumulated after the 1995-96 school year. He or she can accumulate further days up to 185 for sickness or illness only. Also, he or she, in any given year, can sell back any number of unused sick days for that school year. For instance, if a teacher does not use 8 days in the 1996-97 school year, he or she can sell those 8 days back to the School. If not sold back, the days will accumulate toward the 185 day maximum for sickness or illness purposes.

The teacher could not sell back the 25 days falling between the 100 figure and the 125 day accumulation at the beginning of the year. These days would continue to be available for sick leave purposes.

- E. Payoff on future terminal leave will be at \$40 per day, up to the maximum of 100 days, if an employee is vested for 10 or more continuous years in the District, as presently provided for in the contract (B., 1.)
- F. At any time, if a teacher has accumulated 100 days or less which qualifies for the terminal leave payment, according to the various terms of the contract, he or she can sell such days at any time, at or before retirement. However, such 100 days, or any part thereof, can only be sold once, and the teacher cannot use future accumulation to replace such days.

- (3) EXAMPLE: During the 1995-96 school year, a teacher has 120 days accumulated. He or she decides to sell 70 days back to the School District. Of the 100 day accumulation, 50 days remain. They can be sold at or before retirement. However, any additional days credited each year to the teacher would accumulate only toward the 185 days of sick leave or could be sold in any given year, to the extent not used in that year. In other words, such days would not apply toward the maximum 100 day accumulation, since 50 of the 100 days would already have been sold back to the School District.

If the teacher, with 50 days remaining toward terminal leave, should sell 20 of the days to the School District in another school year, then he or she would only have 30 days remaining to sell to the School District at or prior to retirement. (p. 16, p. 29)

- G. If a teacher has not, as of the 1995-96 school year, accumulated 100 sick leave days, then the amount of days which the teacher sells back to the School District in any given year in excess of the number of days not used in that year will be deducted from the 100 available for terminal leave and subject to the provisions of F. above.

- (4) EXAMPLE: During the 1995-96 school year, a teacher has 65 days accumulated. He or she uses 3 of his or her allocated 11 days for the school year. He or she then sells 15 days back to the School District. The 7 days in excess of his or her 8 days remaining for the school year are subtracted from the 100 available, leaving a potential of only 93 days payoff in the future (if such days are actually accumulated). The teacher has 58 days of sick leave at the end of the school year.

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