

**GWINN AREA COMMUNITY SCHOOLS
GWINN, MICHIGAN 49841**

2013-2014

2014-2015

2015-2016

MASTER AGREEMENT

BETWEEN THE

**GWINN EDUCATION ASSOCIATION/
U.P. EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION**

AND

GWINN AREA COMMUNITY SCHOOLS

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AGREEMENT

This Agreement entered into this 1st day of September, 2013, by and between the Gwinn Education Association/Michigan Education Association, hereinafter called the “Association”, which is also affiliated with the National Education Association/Upper Peninsula 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. This agreement shall supersede any previous agreement signed by the aforementioned parties.

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, and curriculum specialists, 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, curriculum director, 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 mailboxes 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. 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.
- F. 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. The Teacher shall make an appointment to review his/her file when an administrator can be present.
- G. Teachers will comply with Board policies which are not inconsistent with the provisions of this Agreement.
- H. 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

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 IV

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 term of this Agreement. Upon the consent of both parties, the salary schedules may be reopened for negotiation at any time during the term of the contract. During the term of this contract, teachers covered by this contract will have their salary and steps frozen at the 2012-2013 level except that:
- B. During 2013-2014 all teachers concerned by this agreement are subject to a salary reduction based on the MARESA audited October 2, 2013 enrollment:

<u>Enrollment</u>	<u>Salary Reduction</u>
1163 or greater	0.0%
1153-1162	0.5%
1143-1152	1.0%
1133-1142	1.5%
1123-1132	2.0%

C. During 2014-2015 and 2015-2016 teachers covered by this contract will have their salary and steps frozen at the 2013-2014 level (salary and steps remain the same as in 2013 – 2014). However, if on the October 2014 count date and the October 2015 count date as audited by MARESA, the enrollment is 1176 or greater, the per pupil revenue generated by the enrollment of 1176 or greater as computed from Sections 22 and 22b will go to the GEA teachers on a one time off schedule payment (including MPSERS/FICA).

D. The minimum number of days of student instruction shall be as follows:

2013 – 2014	170
2014 – 2015	175
2015 – 2016	175

Students will receive a minimum of 1,098 hours of instruction per school year, in accordance with state law.

Scheduled days of instruction not met because of snow days or teacher conferences or circumstances that cannot be controlled by the District, shall not be counted as a day of student instruction, in accordance with state law. Teacher days of attendance shall not be less than the following:

2013 – 2014	178
2014 – 2015	183
2015 – 2016	183

The PDAC in-service day will be a mandatory in-service day for the entire staff. This day is to be considered one of the mandated in-service days.

E. The first day of school shall not be a negotiable topic. For the term of this Agreement, the school calendar will be set by mutual agreement between the Board and the Association in conformance with State law. 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 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, but not limited to 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 1,098 hours of actual student instruction during the 2013-2016 school years.

F. The Schedule B is disassociated from the Master Agreement and will be discussed and adjusted independent of the Master Agreement. A committee composed of Association members and Board of Education representatives will bargain Schedule B salary rates.

1. A teacher shall not receive tenure in an extra duty assignment. The removal from extra-curricular positions is not grievable.

- G. The Board shall observe all public holidays as outlined in the Michigan School Code of 1976 under Section 380.1175 (1). Days presently included are: New Year's Day; Memorial Day; Labor Day; Thanksgiving Day, and Christmas Day.
- H. Effective with the beginning of the 2001-2002 contract year, all teachers must complete the equivalent of at least one full year of full time service to progress a full step on the salary schedule, except that, any full time teacher who is on Family Medical Leave for the birth of the employee's son or daughter, and to care for the newborn child, and/or who is on Family Medical Leave for the placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child, shall progress one full step on the salary schedule if the total of days paid equals seventy-five percent (75%) or more of the required teacher work days of that contract year. Step advancement may take place through half step increments for those working less than full time and/or less than a full year for reasons other than those specified in this paragraph.
- I. 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.
- J. GEA members who are requested by the administration and agree to serve on the following board appointed committees outside the regular teacher day will be compensated at the rate of \$15.00 per meeting. Meetings shall not exceed sixty (60) minutes. Committees include: Professional Development, School Improvement, Curriculum, and any committee mutually agreed to by the administration and GEA. Compensation for these committee meetings outside the regular teacher day shall be made at the end of each semester.

Individual Education Planning (IEP) meetings, which call for extended hours outside the regular teacher day, shall be compensated at the rate of \$15.00 per hour or major portion thereof per meeting.

ARTICLE V

TEACHING HOURS

- A. The teachers' normal teaching hours in the elementary and secondary schools, Monday through Friday, shall be as follows:
 - 1. The starting time for teachers shall be thirty minutes prior to classes on late start days.
 - 2. High School and Middle School Teachers, except on late start days, - 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.
 - 3. Elementary Teachers, except on late start days, - 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.
 - 4. The above mentioned time schedule can be adjusted only with the consent of the Parties.
 - 5. 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.
 - 6. 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.

7. 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 VI

TEACHER LOADS AND ASSIGNMENTS

Effective with the 2010 – 2011 school year, the normal weekly academic teaching load in the senior high school and middle school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article. The normal academic weekly teaching load in the elementary schools will be thirty (30) teaching periods, with the minimum number of hours and minutes as required by State law.

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.
- 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. The decision of the Board or its representative in regard to grade assignment shall be final.
- E. 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.
- F. 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.
- G. Teachers shall attend at least one (1) building staff meeting per month no longer than one (1) hour in length. These staff meetings may be held in conjunction with professional development days, and

shall not be scheduled at the end of the last school day of the week. Additional staff meetings may be called, but attendance is not mandatory.

Meetings shall begin within ten (10) minutes of student dismissal time and teachers shall be able to leave sixty (60) minutes after the posted starting time of the meeting without penalty.

- 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 VII

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.

K-3	28 maximum
Grades 4-5	28 maximum
Grades 6-12	29 maximum
Class sections need not be equalized.	

1. Please note that maximums in grades six through twelve shall be considered on an average of 29 for all hours involved. For example, Teacher A teaches five classes and could have a total of 145 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 enroll fewer than the following maximum number listed in grades 6-12.

Music	40
Phy. Ed	40

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 G.E.A. mutually agree to thoroughly examine the enrollment of all schools during the first week after the first official membership count day. The GEA President will appoint representatives who will work with the administration to review class size in each building.

- 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 areas designated by Board Policy, 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 VIII

VACANCIES

- A. A vacancy shall be defined as any position, either newly created or a present position that is not filled internally which the Board intends to fill. 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 or electronic (email) notice of the vacancy along with a job description and qualifications as set forth in Article XI, B, 6, 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 X, D. The building representative shall post the notice and the job description on the teachers' lounge bulletin board described in Article II, 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 X, D.
- 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 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.
- E. Notice of vacancies shall be accompanied by a job description. Any qualified personnel within the school system may apply on the proper application form obtainable from the Superintendent.
 - 1. Employees wishing to retire at the end of the first semester must give notice to the Superintendent by November 1st.

ARTICLE IX

TRANSFERS

- A. In the event that a transfer of teachers is necessary
 - 1. Any teachers hired full-time as Special Education teachers, after the effective signing date of the 2010 – 2011 Master Agreement, shall serve a minimum of three years in the Special Education department, within the Gwinn Area Community School District, before being eligible to transfer into any open "general education" teaching position. The Superintendent may waive this rule if it is in the best interest of the District to do so.
- 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 practical 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.

ARTICLE X

SENIORITY AND LAYOFF

- 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, except as noted in Article XI, Section A. 1. (I).
 - (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 is 75% or more of the required teacher days of that year. 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.
 - (l) Teachers hired at the June 14, 1999 Board of Education meeting shall be placed on the seniority list in the order in which they were listed on the Board Agenda.
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

- A. 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.
- B. 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 XI

LEAVES OF ABSENCE

- A. Teachers shall be entitled to an accumulation of twelve (12) paid time off (PTO) days per year. PTO is defined as personal leave or sick leave. Sick leave shall only be used for personal illness or disability of the employee or members of the employee's family which necessitates the employee's presence. The family is defined as spouse, children, step-children, parents, parents of spouse, grandparents, grandchildren, brother, sister, brother- and sister-in-law, son- and daughter-in-law, step parents or dependents of the employee's household. Sick leave may only be used for illness or disability as defined above. A teacher may draw on his/her bank as required, subject to the provisions above, but in the event that the services of any teacher are interrupted by reason of discharge, termination, or suspension, then the number of sick days the teacher is entitled to for that contract year shall be pro-rated according to the number of days worked, and if 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.
1. If an employee schedules a PTO day on a day on which an "Act of God" day occurs, the personal day or sick day will not be deducted from the members account. The employee will be responsible for making sure the Payroll department does not deduct these days.
- B. Each teacher shall be entitled to an accumulation for the unused portion of each year's PTO leave not to exceed 185 days.
1. Vested employees are those with ten (10) or more continuous years in this district.
 2. Except for employees hired post 1991-1992, vested employees will be paid the current substitute pay at the time per day for accrued unused PTO leave up to 150 days upon termination of employment. Vested employees hired beginning with the 1991-1992 school year, will be paid the current substitute pay at the time per day for accrued unused PTO leave at the rate of five (5) days per year of employment to a maximum of 150 days upon termination of employment.
- C. Teachers shall be given written notice of total PTO days available at the beginning 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. PTO 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.
- 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.
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. Except in emergency situations, personal leave days will only be granted upon approval of the principal. Teachers must submit a request form to the principal three (3) days in advance of taking personal leave. Personal days cannot be taken during the first or last week of the school year unless approved by the Superintendent's office. Personal days may be used before and after holidays, pending the availability of substitutes and approval by the principal. Procedure for the administration of the personal leave shall be governed by the following regulations:
 - (a) If the approval of personal leave has not been received prior to the date of absence, the teacher should contact the building principal.
 - (b) Approval of personal leave will be contingent upon the securing of an acceptable substitute.
 - (c) If disapproval of the personal leave request has not been received prior to the date of absence, approval shall be assumed.

Personal days shall not be taken on professional development or parent-teacher conference days as designated on the published school calendar.

- 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 fifteen (15) 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 four (4) 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.
 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 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 any subpoena fee and/or 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) Meal expenses will be paid in accordance with the following per diem: breakfast \$6; lunch \$9; dinner \$15. Lodging will be reimbursed at the administrator approved rate. Unless paid in advance, receipts for lodging must be turned in to the business office for verification and payment.
 - (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. PTO leave days shall not accrue, but unused PTO 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, shingles, or mononucleosis shall suffer no loss of compensation and shall not be charged with PTO leave up to a limit of seven days when proof of such illness is shown by a doctor's statement. A teacher absent from work because of pink eye, lice, or strep throat shall suffer no loss of compensation and shall not be charged with PTO leave up to a limit of two days per occurrence 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 XIV, 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 XIV, 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 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 60 days following commencement of the leave. Additional leave may be granted when requested provided proof of need is shown by a doctor's statement.
 5. During the child care leave, PTO leave days shall not accrue but unused PTO 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.
- L. 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.
- M. 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.
- N. 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 PTO 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.
- O. The representatives of the School District and Association agree that it is their mutual intent and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In doing so, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to utilize paid entitlements for which they are otherwise eligible under the terms and conditions of the Master Agreement during their FMLA leave time. The employee may save up to ten (10) days of accumulated PTO leave for use upon return from FMLA. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefits programs or plans or paid leave provision dictated by terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand

an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

- P. A voluntary per occurrence PTO leave donation fund may be established beginning with the 2004-2005 year as follows:

The Association shall establish and administer a voluntary pto/sick leave bank for the benefit of teachers.

When a teacher has exhausted their PTO leave and a catastrophic incident has occurred, a teacher may request voluntary donations of sick leave days from other Association members. The teacher/or their representative will approach the Gwinn Education Association President in writing, requesting sick leave contributions. The Professional Negotiations Team will administer the donated sick leave bank.

Association members will be able to donate sick leave to the requesting teacher's sick leave bank. This donation will be on a completely voluntary and anonymous basis. If the sick leave donations are not used, the unused remaining days will revert back to the donating teachers – one day at a time in the order received.

The Board shall in no way be responsible for the allocation of days to teachers or for naming or indicating the teachers who should donate days to the sick leave bank. Such matters shall be the sole and separate responsibility of the Association. No grievance shall be filed by the Association or any teacher on any matters which are specifically made the responsibility of the Association and not the Board. The Association agrees to indemnify and hold harmless the Board for any damages incurred by the Board with respect to the matters made solely the responsibility of the Association and not the Board.

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. The Board shall not provide a defense of a teacher when criminal charges are involved.
- 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 and PA 112 of 1994 for the statutory purposes of collective bargaining in respect to rates of pay and hours of employment. Essentially, these matters will refer to: (1) working conditions; (2) teacher contracts; (3) salaries. This Agreement may be reopened for negotiations upon mutual agreement of the Board and the Association.

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. **STEP 1** – 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. **STEP 2** – 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. **STEP 3** – 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. **STEP 4** – 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. **STEP 5** – 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.
- 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

TEACHER CERTIFICATION

- A. Bargaining unit members must meet all applicable standards for a "highly qualified teacher" under the No Child Left Behind Act 2001 and the Michigan definition for Identifying Highly Qualified Teachers as approved by the State Board of Education. No provision in this Agreement shall be construed to prevent or prohibit the Gwinn Area Community Schools Board from taking actions required under NCLB. The Gwinn Area Community Schools Board and the Association agree to construe and effectuate this agreement to ensure full implementation of all NCLB requirements and standards.

ARTICLE XVI

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 District shall maintain a 403(b) plan document in accordance with IRS regulations.
- 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. Upon the Superintendent's recommendation, the Board of Education may award up to five (5) years of experience to teachers (with prior experience) transferring into the district.
- H. The teachers will be paid on the 15th and the last calendar day of each month, redeemable on the date of the check with the exception of retirees. If the pay day falls on a weekend or holiday, it will be paid on the prior business day. Teachers will have the option to be paid as follows: (1) 24 installments; (2) 19 installments; or (3) a lump sum payment on the 19th installment.
- I. The salary schedule is based upon the number of days as determined by the school calendar and in accordance with the law.
- J. 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 beginning the next semester. A transcript of completed college credits must be filed with the Superintendent at least two (2) weeks prior to commencement of the semester to be considered for a current salary adjustment.
- K. 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.
- L. 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.

ARTICLE XVII

INSURANCE

GENERAL

- A. Employees newly hired by the Board shall be eligible for Board paid insurance premiums, as outlined in this agreement under HEALTH INSURANCE, Paragraph H, 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 premium up to the State imposed annual contribution limit (State caps) as specified in MCL 15.563/State Treasurer notification for all permanent full-time teachers, coverage identical to Choices with a \$10/\$20 deductible per prescription, a \$300/\$600 deductible and a \$10 Office Visit co-pay.

During the term of this contract the Union may request a different health plan that is less costly to the Board of Education and to the Union.

1. Plan B (For employees not electing health insurance)

Long Term Disability	Same as Plan A
Negotiated Life	\$50,000 with AD&D
Vision	VSP – 3 Plus
Dental	100:90/90/90:\$1,000

The amount of the payment in lieu (if any) will be based on the number of teachers enrolled in Plan B as of September 1 of each year.

If one (1) to twenty (20) full-time bargaining unit members enroll and remain in Plan C, the Board shall pay \$3,200 per year. Half (½) of the payment in lieu of insurance shall be made to the employee at the end of each semester.

If 21 to 25 full-time bargaining unit members enroll and remain in Plan C, the Board shall pay \$4,200 per year. Half (½) of the payment in lieu of insurance shall be made to the employee at the end of each semester.

If 26 or more full-time bargaining unit members enroll and remain in Plan C, the Board shall pay \$5,200 per year. Half (½) of the payment in lieu of insurance shall be made to the employee at the end of each semester.

The amount of the payment in lieu (if any) will be based on the number of teachers enrolled in Plan B as of September 1 of each year.

2. The Board shall maintain 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. Coverage shall be identical to Delta Dental coverage, Auto +100; 90/90/90, \$1,500 Ortho maximum, including internal and external coordination of benefits (COB) for a full twelve month period for the teacher and his/her entire family.

DEPENDENT LIFE INSURANCE

- J. The Board will contribute up to, but not to exceed \$1.48 per month for "Negotiated Dependent Life Insurance." (\$2,000 each). Coverage shall be identical to MESSA's Dependent Care Coverage.

TERM LIFE INSURANCE

- K. The Board will pay the premiums to provide \$42,000 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

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

Benefit of 66 2/3% of normal monthly earnings
\$2,500 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. Coverage shall be identical to MESSA's Long Term Disability Insurance Program.

VISION INSURANCE

- M. 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.

Coverage shall be identical to VSP-III Plus.

ARTICLE XVIII

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 \$10.50 per meeting 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 not handicapped, under the District's normal attendance area policy, absent the express written consent of the Association.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This agreement shall be effective as of the 1st day of September 2013 and shall continue through June 30, 2016. 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
Upper Peninsula Education Association

Gwinn Board of Education

by Connie Sather
Connie Sather, President

by Gloria Bigelow
Gloria Bigelow, President

by Dan Smith
Co-Chairperson

by Cindy Filizetti
Cindy Filizetti, Secretary

by Joseph R. Roth
Co-Chairperson

Signed this 29th day of January, 2014.

SUPPLEMENTAL ADDENDUM TO CONTRACT

Letter of Understanding #1

Meetings will be held once each semester, or more frequently if necessary, between the administration, Gwinn Education Association, and a Board committee to discuss areas of common concern.

2013-2014/2014-2015/2015-2016
Salary Schedule
Available to those teachers hired before the 1998-99 school year

Step	BA	BA+20	MA	MA+15	MA+30
0	31,874	33,149	35,063	36,975	38,887
1	33,149	34,425	36,337	38,250	40,163
2	34,425	35,699	37,613	39,525	41,438
3	36,337	37,613	39,525	41,438	43,350
4	38,250	39,525	41,438	43,350	45,264
5	40,163	41,438	43,350	45,264	47,176
6	42,075	43,350	45,264	47,176	49,088
7	43,987	45,264	47,176	49,088	51,000
8	45,899	47,176	49,088	51,000	52,913
9	47,813	49,088	51,000	52,913	54,825
10	49,725	51,000	52,913	54,825	56,737
11	51,638	52,913	54,825	56,737	58,649
12	53,550	54,825	56,737	58,649	60,562
13	55,462	56,737	58,649	60,562	62,476
14	57,375	58,649	60,562	62,476	64,388
15			62,476	64,388	66,300
20			64,388	66,300	68,212

During 2013-2014, 2014-2015, 2015-2016 salary and steps are frozen at the 2012-2013 level as provided for in Article V. In 2013-2014 salary is subject to a reduction based on enrollment as provided for in Article V. In 2014-2015 and in 2015-2016, eligible GEA teachers may receive an off schedule payment based on enrollment as provided for in Article IV. A teacher salary increase based on a change in columns (ex, going from BA to BA+20 or from MA to MA+15) will be granted.

The following grid shows step increases available to those teachers hired after July 1, 1998:

BA	BA+20	MA	MA+15	MA+30
0-12	0-12	0-13, 15, 20	0-13, 15, 20	0-14, 15, 20

The following grid shows step increases available to those teachers hired before the 1998-99 school year:

BA	BA+20	MA	MA+15	MA+30
0-14	0-14	0-15, 20	0-15, 20	0-15, 20

Longevity payments will be made to teachers who are on the salary schedule as follows:

Years 16 – 19	\$1,000
Years 20 – 24	\$1,500
Years 25+	\$2,000

Payments shall be added to the teacher's salary and will be paid as part of the regular semi-monthly payroll.

2013-2014 /2014-2015/2015-2016
Salary Schedule
Available to those teachers hired after July 1, 1998

Step	BA	BA+20	MA	MA+15	MA+30
0	31,874	33,149	35,063	36,975	38,887
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5	40,163	41,438	43,350	45,264	47,176
6	42,075	43,350	45,264	47,176	49,088
7	43,987	45,264	47,176	49,088	51,000
8	45,899	47,176	49,088	51,000	52,913
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Payments shall be added to the teacher's salary and will be paid as part of the regular semi-monthly payroll.

Gwinn Area Community Schools 2013-2014 Calendar

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

No Student Attendance Days

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Days = 0 Student/2 Teacher

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Days = 20 Student/20 Teacher

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Days = 22 Student/23 Teacher

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Days = 17 Student/18 Teacher

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Days = 14 Student/15 Teacher

Important Calendar Dates

August 28, 29
Prof. Dev. Days—NO STUDENTS

August 30, September 2
Labor Day Weekend—NO SCHOOL

September 3
First Day of School—FULL DAY of Classes

October 11
Prof. Dev. Day—NO SCHOOL

November 1
End of 1st Marking Period—FULL DAY of Classes

November 5-7
Parent/Teacher Conferences
Nov. 5 (Evening Conf.—All Schools)
(MS conferences by appointment only)
Nov. 6 (Evening Conf.—All Schools)
Nov. 7 NO SCHOOL
(Prof. Dev. in A.M.—Teachers)
(Afternoon Conf.—All Schools)

November 8
NO SCHOOL

November 28-29
Thanksgiving Break

December 9
Prof. Dev. Day—NO SCHOOL

December 23-January 3
Christmas Break

January 17
Teacher Work Day—NO SCHOOL
End of 1st Semester

February 18-20
Parent/Teacher Conferences
Feb. 18 (Evening Conf.—All Schools)
(MS conferences by appointment only)
Feb. 19 (Evening Conf.—All Schools)
Feb. 20 NO SCHOOL
(Prof. Dev. in A.M.—Teachers)
(Afternoon Conf.—All Schools)

February 21
NO SCHOOL

March 21
End of 3rd Marking Period—FULL DAY of Classes

March 31-April 4
Spring Break

April 18-April 21
Good Friday/Easter Monday—NO SCHOOL

May 25
Graduation

May 26
Memorial Day—NO SCHOOL

June 4
Last Day of School

June 5
Teacher Work Day—NO SCHOOL

170 Student Days; 178 Teacher Days



K.I. Sawyer Elementary School (346-5567)
Sandra Petrovich, Principal

Gwinn Middle School (346-5914)
Jackie Cole, Principal

Gwinn High School (346-9247)
Kevin Luokkala, Principal
Rob Soyering, Athletic Director

Administration Office (346-9283)
Dr. Stephen L. Piereson, Interim Superintendent

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Days = 19 Student/20 Teacher

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Days = 18 Student/19 Teacher

March

S	M	T	W	T	F	S
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Days = 20 Student/20 Teacher

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Days = 16 Student/16 Teacher

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Days = 21 Student/21 Teacher

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Days = 3 Student/4 Teacher

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Days = 5 Student/6 Teacher

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Days = 16 Student/16 Teacher