

**AGREEMENT**

**BETWEEN**

**the**

**BOARD OF EDUCATION**

**of the**

**GWINN AREA COMMUNITY SCHOOLS**

**and the**

**ADMINISTRATORS ASSOCIATION**

**July 1, 2013—June 30, 2016**

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## **AGREEMENT**

This AGREEMENT entered into by the Board of Education of the Gwinn Area Community Schools, referred to as "Board", and the Gwinn Area Community Schools Administrators' Association, referred to as "Association" shall become effective as of July 1, 2013 and shall continue in effect until June 30, 2016.

### **ARTICLE I** **RECOGNITION**

#### **1:1 Recognition**

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

#### **1:2 New Administrative Classifications**

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

#### **1:3 Definitions**

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

### **ARTICLE II** **ASSOCIATION RIGHTS**

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

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

#### **2:2 Right to Use Interschool Mail Service**

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

#### **2:3 Financial Information**

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

#### **2:4 Input on Evaluations**

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

2:5 **Copy of Individual Service Agreements**

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

2:6 **Transaction of ASSOCIATION Business**

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

2:7 **Input on Negotiations**

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

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

3.1 **Board Rights**

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

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

The above shall not limit the BOARDS rights except those expressly limited by this Agreement.

**ARTICLE IV**  
**CREATION OR ELIMINATION OF POSITIONS**

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

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

4:2 **Posting of New Positions**

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

4:3 **Elimination of Positions**

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

4:4 **Criteria for Layoff Selection**

When the BOARD deems it necessary to eliminate an administrative position within the bargaining unit, the administrator with the least administrative seniority shall be eliminated first, if all other qualifications are equal. Qualifications shall be determined as required by North Central Association and/or University of Michigan standards (if applicable to that specific position), and/or additional endorsements or certification as the State Board of Education or State of Michigan may require.

4:5 **Right to Recall**

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

4:6 **Return to Teacher Bargaining Unit**

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

4:7 **Input on Alignment and Assignments**

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

4:8 **Appeal Rights to Superintendent**

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

4:9 **Written Description of Positions**

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

4:10 **Days Worked**

All bargaining unit members shall work two hundred and fifteen (215) days per contract year. Effective July 1, 2015, all bargaining unit members shall work two hundred twenty (220) days per contract year.

**ARTICLE V**  
**EVALUATIONS**

5:1 **Criteria for Evaluations**

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

5:2 **Formulation of Evaluation Instrument**

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

5:3 **Sharing of Evaluation Contents**

No final evaluation shall be prepared until after a conference with the affected administrator and his or her evaluator during which the proposed contents of the evaluation are discussed. All formal written evaluations will then be shared with the administrator evaluated. The administrator shall have the opportunity to discuss the evaluation with his or her evaluator upon request of the administrator.

5:4 **Evaluation Procedures**

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

**ARTICLE VI**  
**DISCIPLINE**

6:1 **Right to Discuss Proposed Discipline**

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

6:2 **Presence of Administrative Representative**

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

6:3 **Disagreement with Discipline**

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

**ARTICLE VII**  
**PROFESSIONAL GROWTH**

7:1 **Professional Growth Programs**

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

7:2 **Sabbatical Leave**

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

7:3 **Expenses for Conferences and Visitations**

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

**ARTICLE VIII**  
**COMPLAINTS**

8:1 **Right to Investigate Complaint**

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

8:2 **Notification to Administrator**

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

8:3 **Presence of Administrative Representative**

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

8:4 **Possible Criminal Conduct**

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

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

9:1 **Initiation of Grievance**

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

9:2 **Step One**

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

9:3 **Step Two**

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

9:4 **Definition of "Days"**

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

9:5 **Extension of Time Limits**

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

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

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

10:1 **Sick Leave**

Sick leave defined as a period of absence due to personal illness or disability of the employee or his/her immediate family, which necessitates the administrator's presence. Immediate family shall mean: mother, father, spouse, employee's brother, sister, child, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren or dependent in the immediate household. Each administrator will be granted twelve (12) days of sick leave at the commencement of each contract year.

Each administrator shall be entitled to an accumulation for the unused portion of each year's sick leave not to exceed 185 days. However, any teacher becoming an administrator may carry over any unused sick leave days, but may not accumulate any additional days if he/she has accumulated more than 185.

Vested administrators are those with ten (10) or more continuous years in the district. Vested



administrators will be paid the current substitute pay at the time per day for accrued unused sick leave up to 150 days upon termination of employment.

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

- The Association shall establish and administer a voluntary sick leave bank for the benefit of administrators.
- When an administrator has exhausted their sick leave and a catastrophic incident has occurred, an administrator may request voluntary donations of sick leave days from other Association members. The administrator/or their representative will approach the Administrators 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 administrator'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 administrators – one day at a time in the order received.
- The Board shall in no way be responsible for the allocation of days to administrators or for naming or indicating the administrators 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 administrator 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.

#### 10:2 **Personal Leave**

Ten (10) days personal leave per year upon notification to the Superintendent. Advance notice of three (3) days shall be given. In cases of emergency, the normal advance notice is not necessary, but as much notice as possible should be given. Personal days may not accumulate year-to-year.

#### 10:3 **Funeral Leave**

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

#### 10:4 **Health Insurance**

The Board shall provide payment for all premiums up to the State imposed annual contribution limit (State caps) as specified in MCL 15.563 for single, two person and full family eligible full-time employees for Health (coverage identical to Choices with a the saver RX prescription, a \$500/\$1000 deductible and a \$20 office visit co-pay), Vision, Dental, Dependent Life, Term Life and Long Term Disability Insurance.

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

1. Employees Not Taking Health Insurance: Full-time employees not electing health insurance coverage shall be paid 2,800 per year. If two (2) or more full-time administrators elect cash in lieu of health insurance, then those administrators shall be paid \$4,800 each per year. One-half (1/2)

of the payment in lieu of insurance shall be made to the employee at the end of each semester. The Board shall pay the premiums to provide an additional \$10,000 negotiated term life insurance (see term life insurance GEA Contract).

10:5 **Disability Insurance**

Pay the cost of a long-term disability policy in an amount, which will provide benefits equal to two-thirds (66%) of current salary. Benefits shall become effective sixty days after the filing date.

10:6 **Life Insurance**

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

10:7 **Dental Insurance**

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 administrator and his/her family.

10:8 **Vision Insurance**

Vision Insurance Plan equivalent to VSP-3-Plus.

10:9 **Liability Insurance**

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

10:10 **Leave of Absence**

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

10:11 **Mileage**

Payment at the current IRS rate of September 1 of the current school year for use of personal automobile outside of District boundaries for carrying out District business as it relates to assigned administrative duties. The administrator will keep any records required. Understanding that administrators attend many functions within the District that require travel by personal vehicle, the following monthly mileage allowance shall also be automatically paid. It is understood that the amount of the allowance paid is less than the average number of miles traveled per month at the IRS rate for each administrator.

High School Principal (35 miles/month)	\$12
AP/AD (35 miles/month)	\$12
Middle School Principal (35 miles/month)	\$12
Gilbert Principal (35 miles/month)	\$12
Sawyer Principal (60 miles/month)	\$20
Special Education Coordination (150 miles/month)	\$50

10:12 **Professional Dues**

Payment of professional dues shall not exceed the line item budget figure as approved by the superintendent for that purpose.

10:13 **Annuities**

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

10:14 **Insurance Provisions**

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

10:15 **Other Fringe Benefits**

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

10:16 **Absence from District**

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

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

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

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

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

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

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

**ARTICLE XIV**  
**WAGES**

Administrative salaries will be computed using the following formula:

1.0	Base Salary
0.015	per year of service, capped after 15 years of service \$2,128 additional after five (5) years of service \$1,065 additional after ten (10) years of service
0.100	for Special Education Coordination with principal duties
0.030	for High School Principal

Base salary is determined as follows:

\$67,204	Teacher MA+30, Step 20
2,000	Longevity
<u>1,384</u>	additional 2%
\$70,588	Base Salary (2011-2012)
\$71,616	Base Salary (2012-2013)

**Administrators who lost a longevity step during 2010 – 2011 because of the “wage freeze” shall gain that step back in 2011 – 2012.**

Salary for 2013-2014 is frozen at the 2012-2013 level.

Salary will be reduced by 1.5% for 2014-2015. As of July 1 of the year following the reduction, salary will return to the 2013-2014 level.

Salary will be frozen in 2013-2014, 2014-2015 (prior to reduction), and 2015-2016 to the 2012-2013 level.

In 2014-2015 and in 2015-2016, GAA members may receive an off schedule payment based on enrollment, as provided for in Article IV of the GEA agreement.

Eligible GAA members will receive longevity payments identical to those provided in the GEA salary schedule.

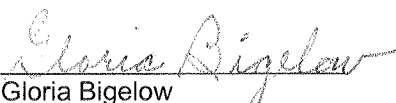
**ARTICLE XV**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2013 and shall continue in effect until June 30, 2016. The Agreement may be reopened during its term only upon the approval of both parties. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. If either party desires to reopen the Agreement, such party shall give the other party at least sixty (60) days written notice prior to the expiration date of the Agreement. If no such notice is given, the Agreement shall be automatically extended for another year.

The parties hereby express their agreement and understanding, as set forth above, by their signatures below on this 17<sup>th</sup> day of March, 2014.

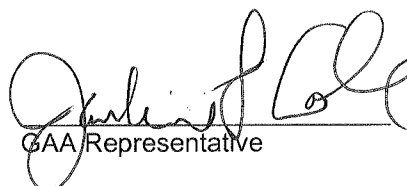
BOARD OF EDUCATION  
GWINN AREA COMMUNITY SCHOOLS

GWINN AREA COMMUNITY SCHOOLS  
ADMINISTRATOR'S ASSOCIATION

By:   
Gloria Bigelow  
Its President

By:   
Kevin Luokkala  
Its President

By:   
Cynthia Filizetti  
Its Secretary

By:   
GAA Representative

**SUPPLEMENTAL ADDENDUM**  
**TO CONTRACT**

**LETTER OF UNDERSTANDING #1**

The purpose of this letter of understanding is to assure the Athletic Director will be provided a part-time secretary to work half time or less. This secretary shall be housed in the Athletic Director's office while in performance of her duties for the Athletic Director, effective with the 1996-97 school year.