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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, 2021 and shall continue in effect until June 30, 2024.

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, but excluding the 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 member shall have the right to use school buildings for Association business upon notification of the Superintendent, provided there is no interference with institution or normal school operations. With the same restrictions, Association Officers may transact Association business on site.

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 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, GESPA 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 Board's rights except those expressly limited by this Agreement.

ARTICLE IV
CREATION OR ELIMINATION OF POSITIONS

4:1 Recommendations on New Administrative Positions

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

4:2 Posting of New Positions

All new positions within the bargaining unit shall be posted for a period of no less than ten (10) working days. 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. 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 ten (10) days prior to such action.

4.4 Tenure

Bargaining unit members shall not be deemed to be granted continuing tenure in the position initially assigned or to that he/she may be assigned or transferred or in any other capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled.

A decision by the Board to terminate or not renew the employment of a bargaining unit member shall be

considered a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

4:5 **Input on Alignment and Assignments**

All bargaining unit members are subject to assignment and transfer to another administrative position of employment at the discretion of the Board. 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.

4:6 **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.

4:7 **Written Description of Positions**

The Superintendent, or his/her designee will prepare written descriptions of responsibilities and qualifications of all administrative positions.

4:8 **Days Worked**

All Association members shall work two hundred and fifteen (215) days per contract year. Flex days may be given for work done on non-scheduled work days and used throughout the year as approved by the Superintendent.

ARTICLE V
DISCIPLINE

5:1 **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.

5:2 **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.

5:3 **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 VI
CERTIFICATION AND PROFESSIONAL GROWTH

6:1 Certification

All bargaining unit members shall represent that he/she possess, holds and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, and regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, members shall maintain and meet all continuing education requirements for the position assigned. If any administrator fails to keep or maintain any of these credentials and qualifications, his/her employment contract should automatically terminate and the Board shall have no further obligation thereunder.

6:2 Professional Growth Programs

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

6:3 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.

6:4 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 VII
COMPLAINTS

7:1 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.

7:2 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.

7:3 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.

7:4 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 VIII
GRIEVANCE PROCEDURE

8:1 Initiation of Grievance

A grievance shall be an alleged 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.

8:2 Step One

An administrator may initiate a grievance by first discussing the matter with the Superintendent. Within 14 days of the occurrence of the alleged grievance. 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.

8:3 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.

8:4 Definition of "Days"

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

8:5 Extension of Time Limits

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

ARTICLE IX
FRINGE BENEFITS

The Board agrees to provide the following fringe benefits to all Association members:

9:1 PTO Leave

Administrators shall be entitled to an accumulation of twenty-two (22) paid time off (PTO) days per year.

Each administrator shall be entitled to an accumulation for the unused portion of each year's PTO leave not to exceed 215 days. However, any teacher becoming an administrator may carry over any unused sick days but may not accumulate any additional days if he/she has accumulated more than 215.

Vested administrators are those with ten (10) or more continuous years, regardless of position, in the district. Vested administrators will be paid the current administrative substitute pay (\$118) per day for accrued unused PTO leave up to 172 days upon termination of employment.

Administrators may participate in PTO leave donation, in accordance with the following:

- The Association shall establish and administer a voluntary PTO leave bank for the benefit of administrators.
- When an administrator has exhausted their PTO leave and a catastrophic incident has occurred, an administrator may request voluntary donations of PTO leave days from other Association members. The administrator/or their representative will approach the Administrators Association President in writing, requesting PTO leave contributions. The Professional Negotiations Team will administer the donated PTO leave bank.
- Association members will be able to donate PTO leave to the requesting administrator's PTO leave bank. This donation will be on a completely voluntary and anonymous basis. If the PTO 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 PTO 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.

Up to five (5) of the annual twenty-two (22) PTO days that are not used may be cashed in at the conclusion of the fiscal year at a rate of \$118 per day.

9:2 **Funeral Leave**

Funeral leave shall not exceed five (5) days for death in the immediate family. Immediate family shall mean: mother, father, step-parent, spouse, employee's brother, sister, child, step-child, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild 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 PTO leave.

9:3 **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, employee and children, employee and spouse, and full family eligible full-time employees for Health (coverage identical to MCTWF BCBS PPO with the RX2 prescription, a \$100/\$200 deductible and a \$15 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 \$3,200 per year in lieu of insurance. If two (2) or more full-time administrators elect cash in lieu of health insurance, then those administrators shall be paid \$5,200 each per year in lieu of insurance. Cash-in-lieu is conditioned on the administrator first showing that he/she has other health insurance meeting the affordability and coverage requirements of the Affordable Care Act. 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).

9:4 **Disability Insurance**

The Board shall 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.

9:5 **Life Insurance**

The Board shall provide a term life insurance policy in the amount of \$60,000. 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.

9:6 **Dental Insurance**

The Board shall provide dental insurance coverage shall be identical to Delta Dental coverage, 100/90/90, \$3,000 Ortho maximum, including internal and external coordination of benefits (COB) for a full twelve-month period for the administrator and his/her family.

9:7 **Vision Insurance**

The Board shall provide Vision Insurance Plan equivalent to VSP-3-Plus.

9:8 **Liability Insurance**

The Board shall provide liability insurance as follows: Educators Legal Liability policy and general liability coverage as carried by the Board for its employees.

9:9 **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.

9:10 **Mileage**

The Board shall provide payment at the current IRS rate of September 1, of the current school year for use of a 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.

Shared Elementary Principal (275 miles/month)	\$160
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9:11 **Professional Dues**

The Board's payment of professional dues on behalf of each administrator shall not exceed the line item budget figure as approved by the superintendent for that purpose.

9:12 **Annuities**

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

9:13 **Insurance Provisions**

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

9:14 **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 benefits identified above shall be included, but any,

which have been or are deleted, will be excluded.

9:15 **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 X
INCORPORATION INTO INDIVIDUAL CONTRACTS

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

ARTICLE XI
PROFESSIONAL COMPENSATION

11:1 **Administrative Salaries**

The salaries of administrators included in this Agreement are in Appendix A.

11:2 **Merit Pay**

Pursuant to Section 1250 of the Revised School Code, administrators shall receive the following merit compensation: Amount of \$100 to be awarded to each administrator receiving a final evaluation rating of effective or highly effective.

ARTICLE XII
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 XIII
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall continue in effect through June 30, 2024. 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

An emergency manager appointed under the local financial stability and choice act may reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

BOARD OF EDUCATION
GWINN AREA COMMUNITY SCHOOLS

GWINN AREA COMMUNITY SCHOOLS
ADMINISTRATOR'S ASSOCIATION

By: _____
Dawn Andrews
Its President

Date

By: _____
Ashley Jenema
Its Secretary

Date

By: _____
Marci Paulsen
Its President

Date

APPENDIX A

Salary adjustments for this contract period will be:

- Year One, 2021-2022: Increase of 3% on the base
- Year Two, 2022-2023: Increase of 3% on the base
- Year Three, 2023-2024: Increase of 3% on the base

Salary schedules attached.