GWINN AREA COMMUNITY SCHOOLS
GWINN, MICHIGAN 49841

2024-2025

2025-2026

2026-2027

MASTER AGREEMENT

BETWEEN THE

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

AND

GWINN AREA COMMUNITY SCHOOLS

AGREEMENT

This Agreement is in force from July 1, 2024, through June 30, 2027, and is 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, 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.

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ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all district employed certificated or professional personnel, including teacher of record, school nurses, counselors and curriculum specialists, whether under contract or on leave. 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 at least fifty percent (50%) of the time in direct administration and supervision of professional personnel, substitute teachers, or 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, unless specifically identified otherwise.
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.
3. Any individual is considered the "teacher of record" if the individual is a district employee assigned to a position and one of the following exists:
   i. is enrolled in alternative teacher certification programs and holds a sub permit or alternative teaching certificate granted by MDE,
   ii. has graduated from an accredited university with an education degree, holds a sub permit and receives an alternative teaching certificate granted by MDE within 3 years of date of hire by passing the MTTC,
   iii. holds a teaching certificate from another state and holds a sub permit or alternative teaching certificate granted by MDE within 3 years of date of hire by passing the MTTC,
   iv. Holds an expired Michigan teaching certificate and a sub permit and is earning sufficient credits or SCECHs to become recertified within one (1) year of date of hire.
4. In the case of an individual hired in a position where a teaching certificate is not required, such as a guidance counselor or school nurse, the individual will be considered the "teacher of record" if the following exists:
   i. is enrolled in an accredited program pertaining to his/her position and receives a certificate granted by the MDE within 3 years of date of hire.

   The individual must be hired by the District for a permanent teaching, guidance counselor or nurse position, once the hiring process has been exhausted. The individual will follow the State of Michigan timeline for completion of all certification requirements. When the individual is hired under the above definition, the individual will be placed at Step "0," Lane "BA" of the current year's salary schedule. He/she/they are recognized under the current GEA contract and awarded all rights and privileges therein. If the individual does not complete all certification requirements on the timeline to be a state-certified teacher, then the individual may be let go and separated from employment by the District.

B. The Board agrees not to negotiate with individual bargaining unit members or with any teachers' 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 for local Association matters. 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.

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. No teacher shall use classroom instruction time to involve students in any labor dispute with the Board.

E. A teacher shall have the right, upon written 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 review may occur during reasonable office hours, or another time by appointment.

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

G. 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. 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.

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. For 2026-2027, a discussion on the step increase and/or increase on the base salary will occur as a financial re-opener. If the Association will not realize a financial forward move, discussion will occur regarding non-financial language benefits. Pursuant to Section 1250 of the Revised School Code, teachers shall receive the following merit compensation: Amount of $100 to be awarded to each teacher receiving a final evaluation rating of effective or highly effective.

B. Longevity is equal to the years of service. All teachers must complete the equivalent of at least one full year of full-time service to earn one year of service, except that, any full-time teacher who is qualified for and uses leave designated as Family Medical Leave shall earn one year of service if the total of days paid equals seventy-five percent (75%) or more of the required teacher work days of that contract year. Longevity will be calculated at the beginning of each school year. Use of paid donated days shall not count towards years of service.

C. 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 the common calendar required by 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 Association 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 Association and the Board of Education.

D. The Schedule B is disassociated from the Master Agreement and will be discussed and adjusted independent of the Master Agreement by a committee composed of Association members and Board of Education representatives. This will include Schedule B salary rates and positions and will be reviewed at least as often as the Association contract.

E. The Board shall observe all public holidays as outlined in the Revised School Code under Section 380.1175 (1). Days presently included are: New Year's Day; Memorial Day; Labor Day; July 4, Thanksgiving Day, and Christmas Day.

F. In years where salary schedule steps are granted, 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. One exception is any full-time teacher who is qualified for and uses leave designated as Family Medical Leave and shall progress one full step on the salary schedule if the total 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. Use of paid donated days shall not count towards step and seniority.

G. Association 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 $27.50 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 Association. Compensation for these committee meetings outside the regular teacher day shall be made at the end of each semester.

H. Individual Education Planning (IEP) meetings, which call for extended hours outside the regular teacher day, shall be compensated at the rate of $27.50 per hour or major portion thereof per meeting.

I. In effort to provide continuity of learning for our students, teachers terminating employment during the school year shall provide a written four-week notice (28 calendar days) to the Superintendent. If a four-week notice is not given, the teacher will pay the District $500.

J. Any resignation for the current school year, received anytime during the school year, liquidated damages shall be one-thousand, five hundred dollars ($1,500). The Board, at its discretion, may waive the liquidated damages or refuse to accept a resignation. The board is not precluded from seeking and recovering the actual amount of damages resulting from a breach of an individual. Food service meal balances and breach of contract penalties shall be deducted from final pay.

K. A "New Teacher Signing Bonus" of $1,000 will be given to new teacher employees, payable upon signing a Letter of Intent stating the new teacher agrees to be employed with GACS and not continue to seek employment elsewhere. If the new teacher leaves during the school year, the proportionate amount will be deducted from their pay. The teacher must work 184 days to keep the full bonus.

L. When teachers are assigned extra teaching assignments such as teaching during prep hour in middle school and/or high school, those teachers shall be compensated at a rate of $7,000 per school year. Half of this rate ($3,500) is payable at the end of each semester.

When teachers are assigned a split-level classroom in the elementary school, they shall be compensated at the rate of $3,000 per school year. Half of this rate ($1,500) is payable at the end of each semester.

1. Teachers of split-grade classrooms will be provided with a substitute teacher one day per trimester/marking period. This assistance will allow the teacher additional time to prepare for such responsibilities as multi-grade classroom materials, projects, and lessons, as well as reports to parents.
2. Each teacher of a split-classroom will be provided with an additional $200 for the purchase of supplies/materials.

M. Teachers can receive a one-time $3,000 stipend for relocating to District boundaries upon providing proof of residency to the Superintendent.

ARTICLE V
TEACHING HOURS

A. The teachers' normal teaching hours, 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. All teachers, except on late start days, shall arrive at school 15 minutes prior to the beginning of the school day and remain at school 10 minutes after the school day, except that on Fridays and on days preceding holidays or vacations, when teachers shall remain at school 5 minutes after the students leave.
   3. The above-mentioned time schedule can be adjusted only with the consent of the parties.
   4. Teachers shall not leave the school building during the above hours unless permission is granted by the principal or a designated representative, except for duty free lunch hour.
   5. No changes in teaching hours shall be authorized without prior consultation with the Gwinn Education Association. In the event of any disagreement between the representative of the Board and the Gwinn Education Association as to the need for and the desirability of any deviation in the above-mentioned teaching schedule, the matter shall be processed through the professional grievance procedure.
   6. Once a teacher commences work his day shall be continuous.

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

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

ARTICLE VI
TEACHER LOADS

A. The normal weekly academic teaching load in the senior high school and middle school will be thirty (30) 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. Normal weekly teaching loads 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 Association as to the need for the desirability of such deviation, the matter shall be processed through the professional grievance procedure.

D. 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.

E. Teachers shall attend at least one (1) building staff meeting per month lasting 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.

F. 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. 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 if class enrollment exceeds 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 Association President or designated representative, the building principal of the same building, and the Superintendent of Schools or designated 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 additional compensation paid to the teacher with the class that is comprised of more than the maximum number of students. This payment scale shall be: First semester: $500 for 1-2 students over the maximum; $750 for 3-4 students over the maximum. 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.

Maximums in grades six through twelve shall be considered on an average of 29 for all hours involved. For example, Teacher A teaches six classes and could have a total of 174 students for a maximum number. In cases where class size exceeds 29, discussion will occur regarding the student make-up of the class in consideration of adding a paraprofessional to the hour. Additionally, corresponding class materials will be provided to match the number of students in the class.

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
Industrial Arts	22

C. The Board and the Association mutually agree to thoroughly examine the enrollment of all schools in mid-September and mid-February. The Association 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 Association for the purpose of obtaining the recommendations of the representatives of the Association on the selection and use of educational tools.

E. The Board shall strive to make available whenever possible in each school: an 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. 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 make telephones available to teachers for school-related use.

G. The 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. All monies realized through the vending machines in the teachers' lounges shall be under the jurisdiction of the Association to be managed, audited, and spent as the Association sees fit.

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
EVALUATIONS

A. Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
   1. specific performance goals mutually identified by the teacher and evaluator to improve their effectiveness in the upcoming school year.
   2. an evaluation of the teacher's job performance with timely and constructive feedback.
   3. clear approaches to measuring student growth with relevant data on student growth.
   4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
   5. the use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.

a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
b. The teacher, in collaboration with the supervisor/principal shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.
c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
7. For positions where the member is not a teacher of record, the above process remains with the exception that the objective criteria accumulate for 100% of the year-end evaluation determination.

B. Process

1. A minimum of two (2) classroom observations are intended to assist in the year-end performance evaluation for teachers and will be conducted as follows:
   a. The teacher shall be observed by state-certified administrator(s) trained in the evaluation tool. A list of District-approved evaluators shall be provided to the GEA and will be continually updated. The building principal shall conduct year-end evaluations.
   b. The scheduled classroom observation(s) used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teacher's will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section. Scheduled observations shall be no less than thirty (30) minutes.
   c. The initial observation for the academic year shall be a scheduled observation. Additional observations may be scheduled or unscheduled. Unscheduled observations shall be no less than twenty (20) minutes and must observe some instruction.
   d. The observation must include a review of pupil engagement in the lesson that is observed.
   e. There shall be notice of scheduled observation dates given to the teacher at least two (2) school days prior to the observation which includes the name of the evaluator if different from the building principal. Upon such notice, the teacher will provide information relative to 1.b and 1.d before the classroom observation occurs.
   f. Feedback will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. If a post-observation meeting does not occur within 10 days, the teacher will be considered effective. At the post-observation meeting, the teacher will be provided written feedback on that observation.
   g. Subsequent scheduled or unscheduled observations shall occur no sooner than 30 calendar days after a post-observation meeting from a previous observation.
   h. Pop-in observations may occur at any time to monitor teacher progress towards improvement and do not require post-observation meetings. These observations are intended to coach the teacher towards growth.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support". The performance evaluation will be mutually agreed upon by the Association and District and will be evaluated annually by the PN Team and Administration.
   a. The written year-end evaluation and rating shall be delivered at a meeting with the observing administrator and the teacher no later than May 31 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation rating.
3. Teachers shall receive the same rating they received in the prior year for the current year if any of the following criteria are met:
   a. Teachers who work less than 60 days in said school
   b. Teachers who have their year-end evaluation results vacated through the grievance procedure

c. Teachers who are otherwise not evaluated due to extenuating circumstances the District deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated at least every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
5. If a teacher is rated ineffective or needing support on three (3) consecutive year-end evaluations, the school district shall dismiss the teacher from the teacher's employment.
6. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:
   a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
   b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
   c. a mid-year progress report, supported with at least two (2) classroom observations and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
   d. a mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers
   1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
      a. The teacher may request a review meeting of the evaluation and the rating to the District's Superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the Superintendent shall be held no later than five (5) business days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
      b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations commission and provide a copy of that request to the administration.
         i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the Superintendent.
         ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

ARTICLE IX
VACANCIES AND PLACEMENT

A. Definition of "Vacancy":
A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future.

Any vacancy that occurs shall be posted and filled as soon as possible.

B. Definition of "Hiring Committee":
An effort shall be made to establish a hiring committee for each vacancy consisting of a minimum of an administrator and two teachers from appropriate grade levels and/or departments.

C. Notification (Posting) of Vacancies and Application:
Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Building Representatives will be responsible for posting a copy of openings in their respective buildings. During the summer months, electronic communication, such as School Messenger, shall also be made to staff, if available.

All vacancies will be posted simultaneously both internally and externally for three (3) business days. Teachers may apply for such positions by submitting an email of interest to the Superintendent's office.

Preference will be given to teacher(s) meeting qualifications listed below in D, 1-6.

D. Awarding of Vacancies and Placement
The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, placement decisions will be made by the Superintendent or designee in their discretion based on the factors listed below under 1-6. The Board declares its support of a policy of filling teaching vacancies from within its own teaching staff whenever reasonable. Consideration will be given to qualifications, evaluation determinations, experience, and length of service in the district. If more than one internal candidate exists, the most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined by all of the following factors:

1. The teacher holds the proper state certification and necessary training(s) for the position at the time they apply for the open position.
2. The teacher has a year-end rating of "Highly Effective" or "Effective". If a teacher is new to the district and has not yet had a full year of evaluation, ratings from previous districts, or administrator evidence that the teacher was progressing towards a year-end rating of "Effective" will be considered. In the event no internal candidate meets this criterion, then this requirement may not apply.
3. Relevant past teaching (or relevant) experience and/or training will be taken into account.
4. The teacher does not have habitual use of unpaid days not protected by FMLA, ADA or other state or federal law.
5. The teacher's disciplinary record.
6. If two (2) or more teachers equally meet the above standard, then the position shall be awarded to the teacher with the most length of service within the bargaining unit as defined by Seniority List ranking.

E. Definition of "Transfer":
A "transfer" shall be defined as either a voluntary or involuntary change in (1) a teacher's position or assignment to another position or assignment within the bargaining unit, (2) grade level(s) included in an assignment in Junior Kindergarten-5, (3) subject area(s) included in an assignment, (4) a non-classroom assignment such as guidance counselor, school nurse, etc., or (5) Special Education assignment such as learning disability, emotionally impaired, etc.

1. Voluntary Transfers:
A request for a transfer into a posted position may be made at any time in writing to the person designated in the posting. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies. The District shall acknowledge receipt of the request for transfer within five (5) working days. No teacher shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.
2. Involuntary Transfers:
Involuntary transfers may be affected only for reasonable and just cause. Thirty (30) days' notice of the intention to transfer specifying the reason for the same and the specific position to be

transferred to shall be provided to the affected teacher and the Association. Cause for involuntary transfer includes a necessary reduction of force or reorganization, as determined pursuant to this Agreement to maintain the most senior (if a tiebreaker) qualified staff possible district-wide consistent with the requirements of this Agreement. Transfers in grades Junior Kindergarten-5 are not considered involuntary. The specifics of the use of involuntary transfers as part of staff reduction shall be outlined in the Staff Reduction & Recall Article IX of this Agreement.

ARTICLE X
STAFF REDUCTION, LAYOFF, AND RECALL

STAFF REDUCTION/LAYOFF

A. It is understood by the parties that a reduction in staff may be required in the event of a financial necessity, a reduction in student enrollment, and/or a reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:
   1. Non-certified teachers will be laid off first provided there are adequately certified and effective-ranked internal teachers to replace them as allowed by law.
   2. If reduction is still necessary, then tenured teachers will be laid off in the inverse order of qualification as defined in Article (Vacancies and Promotions, D, 1-6), providing that such teachers who are retained are adequately certified for the positions they are to fill.

B. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified. If there are no adequately certified teachers for an open position, a teacher who is being laid off due to a reduction may be allowed to move into the open position without adequate certification if they are able to teach in that position with MDE approval.

C. The Association will be notified of the contemplated reduction in personnel at least three (3) business days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than ninety (90) days for layoffs during the school year.

D. The teacher shall be given a written notice of layoff via a registered or certified letter to their last known address. It shall be the responsibility of the teacher to notify the District of any change in address. Failure to maintain current contact information may negatively affect the teacher's recall.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the District, in writing, of any inaccuracies in District records and/or any changes as they occur.

F. Definitions:
   1. Certification - Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, or licenses, with the District. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

      The teacher shall provide written notice to the District of any change or additions including renewals, expirations, and revocations to their certificates, endorsements, or licenses.

2. Qualifications - Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Vacancies and Promotions.

G. Teachers laid off shall have insurance benefits continued and paid by the Board during the notification period as referenced in C above. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

RECALL

A. A teacher is eligible for recall for 12 months from the date the District implemented the reduction in force.

B. The teacher shall be given a written notice of recall via a registered or certified letter to their last known address. It shall be the responsibility of the teacher to notify the District of any change in address. Failure to maintain current contact information may negatively affect the teacher's recall.

C. A teacher must accept the recall by the time specified in the recall notice and report to work by the deadline. However, the Superintendent may extend the time limit in writing. If the teacher being recalled is under contract with a different Michigan school district, and the school year has started, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth below in D.

D. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Vacancies and Promotions and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign a teacher to fill vacancies in accordance with this Appendix.

E. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
   1. Recall the laid-off teacher who is certified and qualified for the vacancy if that teachers' most recent year end evaluation was at least "effective." If more than one laid-off teacher is certified and qualified for recall to a vacant teaching position, the Superintendent or designee will fill the vacancy consistent with Article (VACANCIES AND PROMOTIONS, D 1-6); or
   2. Posting the vacancy and considering all applicants if the Superintendent determines that the District's educational interests would be served and no teacher on layoff meets the certification and qualification requirements for the position.

SENIORITY AND BENEFITS DURING LAYOFF

A. 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 Section A. 1. (l), below.
      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.
      d. Teachers employed for less than one full semester shall be pro-rated.
      e. 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.
      f. 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).

g. 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.
h. 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.
i. When a school district is annexed to the Gwinn School District, teachers in the annexed district shall not receive seniority credit for years of service in the annexed district.
j. A teacher who is on any Board approved leave of absence shall retain all earned seniority, but the teacher shall not accrue additional seniority while on such leave of absence.
k. A teacher who is laid off shall retain earned seniority, but the teacher 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, unless otherwise required by law.
l. Accumulated days of substitute teaching shall not count toward seniority.
m. 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.

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.

B. 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.

ARTICLE XI
LEAVES OF ABSENCE

A. Teachers shall be entitled to an accumulation of twelve (12) paid time off (PTO) days per year. At the culmination of the school year, any unused days will automatically be classified as sick days. A teacher may draw on his/her bank as required, but in the event that the services of any teacher are interrupted by reason of termination, resignation 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 a teacher schedules a PTO day or sick day on a day on which an "Act of God" day occurs, the PTO or sick day will not be deducted from the teacher's account. The teacher will be responsible for making sure the payroll department does not deduct these days.
   2. "Act of God" days shall not extend an existing leave of absence.
   3. If a substitute reports to work because the regular teacher has failed to give proper notice to the administrator, at least one hour before reporting time in that teacher's school, the substitute's stipend may be deducted from the regular teacher's salary.

B. Each teacher shall be entitled to a total accumulation for the unused portion of each year's PTO leave not to exceed 185 days.
   1. Teachers are those with ten (10) or more years of cumulative service when employed by the District as a teacher.
   2. Once a teacher has a minimum of 60 days of PTO/Sick time saved up, they may cash in as many days as they wish provided the teacher maintains a balance of no less than 30 PTO/Sick leave in their bank. The payment must be put in one of the District's approved tax-sheltered annuities. Upon leaving the district, a teacher may cash out all remaining days. All days are to be paid in the amount of $100 each day.
   3. The Board and Association agree that it is in the best interest of all involved for any teachers terminating their employment for any reason to give notification to the Superintendent in writing as early in the year as possible. Teachers who give written notice to the Superintendent will receive the following:
      - On or before March 1: $1,000 stipend, plus 100% of unused leave days at $100 per day
      - March 2-April 1: $500 stipend, plus 100% of unused leave days at $100 per day
      - April 2 to May 1: 75% of unused leave days at $100 per day
      - May 2-June 1: 50% of unused leave days at $100 per day
      - After June 1: 25 % of unused leave days at $100 per day

      The Superintendent may ask the Board to waive this clause on a case-by-case basis for catastrophic reasons.

C. Any teacher whose sick leave needs extends beyond the period compensated under paragraphs A and B above may be granted a leave of absence, without pay, not to exceed the current year teacher contract days, unless required to do so by law, upon satisfactory proof that the leave is necessary.
   1. The teacher shall make application, when possible, thirty (30) calendar 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. PTO leave days shall not accrue during periods of unpaid leave.
   3. Salary steps and seniority shall not accrue and benefits will not be paid beyond the cessation of any FMLA leave. Benefits will resume upon a return to work.
   4. Written notice of intention to return shall be given in writing to the Superintendent of Schools at least thirty (30) calendar 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.

D. Leaves of absence with pay chargeable against the teacher's PTO allowance shall be granted for the following reasons with the prior consent of the Board or its representative:
   1. Sick leave shall only be used for personal illness, serious health condition or disability of the employee or members of the employee's family which necessitates the employee's presence or quarantine. A "family member" 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, stepparents or dependents of the employee's household.
      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.
   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 if needed to 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 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 two (2) days 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. If the substitute cancels, the administration will arrange coverage for the day.
c. Disapproval of personal leave should be given by the building principal to the teacher upon receipt of the request.
d. Personal days shall not be taken on professional development or parent-teacher conference days as designated on the published school calendar. Exceptions may be approved when submitted in writing to the Superintendent.

E. 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 – Teachers 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 leave. Teachers shall turn in the jury duty pay to the district, less any mileage paid to the juror.
2. Association Negotiations - A teacher engaged during the school day in negotiations on 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 or its representative.
3. Association Business - 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. Legal Proceedings - A leave of absence with pay may be granted for time necessary for appearance in a legal proceeding, as directed by the school district.
5. Conference Attendance – 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 the attendance, the teacher shall discuss travel expenses with the principal and business manager.
6. Bereavement - In case of absence on account of death in the family as defined in Article X D1, with addition of an unborn child, the teacher will be granted up to five (5) school days. Bereavement days need not be consecutive.

F. 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 representative.

G. In the event a leave of absence is granted in accordance with the provisions of Item F above:
1. The leave shall be limited to the current year teacher contract days, unless otherwise required by law.
2. PTO leave days and seniority shall not accrue, but unused PTO leave days held at the start of the leave shall be reinstated.
3. Salary steps shall not accrue and benefits will not be paid.
4. The teacher shall inform the Superintendent, in writing, of the intent to return to work the following school year by April 1 in the year in which the leave expires. Failure to inform by April 1 shall be an irrevocable notice of abandonment of position and a complete waiver of all employment rights.

H. 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 personal 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.

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

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

J. A child care leave shall be granted a teacher according to FMLA guidelines. Written notice of the intent to return shall be given in writing thirty (30) calendar days prior to the expiration of the granted leave.

K. 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 consistent with state and federal law.

L. Subject to the applicable Michigan statutory provisions and to any amendments thereto, the Board may grant a sabbatical leave for study so long as:
   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. The request must outline the benefit to the district and its students.
   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 teacher 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 teacher 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.

M. The representatives of the 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 teachers 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 FMLA leave is concurrent with other leaves, including workers' compensation. The teacher may save up to ten (10) days of PTO or accumulated sick leave for use upon return from FMLA. While the parties understand and agree that the rights established by FMLA will not diminish any teacher 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 a teacher's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA. The leave year shall be calculated on a rolling backward basis; except for military caregiving, which is rolling forward per federal law.

N. The Association shall establish a voluntary sick bank for the benefit of teachers.
   1. When the teacher has exhausted their leave days and a catastrophic incident has occurred, a teacher may request voluntary donations of sick leave days from other Association members. The teacher or his/her representative will approach his/her building principal and Superintendent in writing to request a leave of absence. Once approved by the building principal and Superintendent, the teacher or his/her representative will then approach the Association president in writing, requesting sick leave contributions.
   2. 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.

3. The Board or its representative 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, so long as it complies with the Revised School Code and Board Policy.

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 if the teacher acted consistent with Board policies and the law. 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 legal defense of a teacher when criminal charges are involved or if the Board's applicable insurance policy disallows coverage.

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

E. Pursuant to Section 1310 of the Michigan Revised School Code, MCL 380.1309, 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, if the teacher did not violate board policies or the law.

G. Any complaints by a parent of a student to the administration or Board directed toward a teacher shall be promptly called to the attention of the teacher and the matter investigated. Any complaint of a serious nature (material that could be placed in a teacher's personnel file) must be called to the attention of the teacher with the name or names of those making the complaint, a conference arranged with all parties concerned (parents, teacher, administration, Board, if necessary, student, representative of teacher association if requested) and the matter or charge completely investigated. Any complaint to the administration of one teacher against another teacher must be reported to the teacher complained against with the name of the teacher making the complaint. Any complaints by the administrative staff and/or Board members towards a teacher will be made in writing or in person and in the presence of an Association member if so desired by the teacher.

ARTICLE XIII
NEGOTIATION PROCEDURES

A. 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; (4) benefits. This Agreement may be reopened for negotiations upon mutual agreement of the Board and the Association.

ARTICLE XIV
GRIEVANCE 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. Grievance from in Appendix B should be used. At all formal levels, copies of the grievance form and decisions must be provided to the following: Superintendent, grievant, immediate supervisor, and president of the Association.
   1. Any grievance not advanced to the next step by the teacher or the Association within the time limit in that step shall be deemed abandoned. Time limits may be extended by mutual agreement between the District and Association in writing; then the new date shall prevail.
   2. 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.

B. Hearing Levels:
   1. Informal Level: When a teacher or the Association believe a grievable incident has occurred, the affected teacher or the Association shall request a meeting in writing with the immediate supervisor in an effort to resolve the complaint within seven (7) days. The Association shall be notified of the meeting by the grievant and the Association will provide a representative. If the Association is not notified, then the process has not begun. The meeting should occur within seven (7) days from the date the written notice is given.
   2. Formal Level 1: If the complaint is not resolved in the meeting between the affected teacher and his/her/their immediate supervisor, the complaint may be formalized in writing by sending the grievance form in Appendix B to the immediate supervisor within five (5) days of the meeting between the teacher and immediate supervisor. In effort to resolve the grievance, a meeting should occur within seven (7) days from the date the grievance form is sent. The immediate supervisor shall render a written decision within five (5) days of the meeting.
   3. Formal Level 2: If the Association is not satisfied with the disposition of the grievance at Formal Level 1, the grievance shall be sent to the Superintendent within five (5) days from the date the written decision in Formal Level 1 was sent. In effort to resolve the grievance, a meeting shall occur within seven (7) days from the date the grievance form is sent. The Superintendent shall render a written decision within five (5) days of the meeting.
   4. Formal Level 3: If the Association is not satisfied with the disposition of the grievance at Formal Level 2, the grievance shall be sent to the Board within five (5) days from the date the written decision in Formal Level 2 was sent. In effort to resolve the grievance, a meeting shall occur no later than its next regularly scheduled meeting, or two (2) calendar weeks, whichever shall be later, from the date the grievance form is sent. The Board shall render a written decision within seven (7) days of the meeting.
   5. Formal Level 4: Within five (5) school days, after receipt of the Board's written disposition of the grievance, or if no written disposition, the Association may submit a request to the Michigan Employment Relations Commission pursuant to MCL 423.217, to appoint a mediator to mediate the grievance. Within five (5) school days after the mediation step, 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. The arbitration shall be conducted consistent with the Michigan Uniform Arbitration Act, PA 371 of 2012.

6. Formal Level 5: 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. If the Association is not satisfied with the disposition of the grievance at Formal Level 3, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding.
   i. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
   ii. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.
   iii. 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, or the content of a supervisor's evaluation, unless a tenured teacher receives two (2) consecutive ratings of "needing support."

C. The expiration of this contract does not prevent any claim or grievance from being processed through the full grievance procedure.

D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived of any compensation or advantage, he/she shall be reinstated and made whole with full reimbursement of all compensation lost, plus one (1) percent interest on the total amount. (Example: If total compensation lost is $30,000, the interest payment would be $300.) In addition, his/her record shall be cleared of any reference to this action.
   1. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the District shall permit an Association representative to access to and the right to inspect and acquire copies of personnel files and any other files or records of the District which pertain to an affected teacher or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
   2. If a teacher must be involved in the grievance procedure during the workday, they shall be excused with pay for that purpose.
   3. If the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall automatically advance to the next Level.

ARTICLE XV
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. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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.

C. The District shall maintain a 403(b) plan document in accordance with IRS regulations.

D. 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.

E. Upon the Superintendent's recommendation, the Board of Education may award up to fifteen (15) years of experience to teachers (with prior experience) transferring into the district. If more than 15 are necessary or needed to secure a new hire, the Superintendent will meet with the Association's Professional Negotiations Team (PN Team) to agree upon additional steps. In the case where a position is difficult to fill, and may require a higher step than experience warrants, the District will confer with the PN Team.

F. The teachers will be paid on the 15th and the last calendar day of each month. 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.

G. When a teacher earns a degree or earns sufficient semester hours or SCECHs to move from one lane on the salary schedule to another, adjustments on the salary schedule shall take place beginning the next semester. A written notification of intent to change lanes 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. Confirmation from the university of successful completion of coursework is acceptable for salary rate to change. A transcript must follow as soon as it is available.

Any SCECHs obtained during contract days/hours will not count toward lane movement, such as District-provided Professional Development days, training at MARESA, etc. A transcript must accompany any college credits used toward a degree or converted to SCECHs.

CTE/SCECHs Path: If a teacher reaches Column 3 on the salary schedule with CTE certification or SCECHs, any future movement to lanes 4 & 5 require SCECHs and all college credits earned must be converted to SCECHs.

Master's Path: If a teacher reaches Column 3 on the salary schedule with a true Master's degree, in order to move to Columns 4 & 5, you may use SCECHS or college credits converted to SCECHs.

Conversion of college credits to SCECHS:
One (1) college credit converts to 25 SCECHs. If the Michigan Department of Education alters the calculation of SCECH hours, total SCECH requirements will adjust accordingly.

H. 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.

I. An emergency manager appointed by the state has authority to reject, modify, or terminate any provision in this agreement or the entire agreement.

J. The Association President will be provided one (1) Board Packet prior to each regular Board meeting.

ARTICLE XVI
INSURANCE

GENERAL

A. Employees newly hired by the Board shall be eligible for Board paid insurance premiums, as outlined in this agreement under the MEDICAL INSURANCE section. 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 notify teachers of open enrollment. It is the responsibility of the teacher to review the fringe benefit options.

B. Notifications of changes in family status are the responsibility of the teacher and shall be reported to the insurance carrier directly.

C. 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 teacher'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 teachers) toward MESSA-PAK insurance.

D. 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.

E. 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.

F. 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.
   1. The District will continue medical, dental and vision insurance plans through June 30th for teachers retiring at the end of the school year. For midyear retirees, the district will continue medical, dental and vision insurance plans through the end of the month of their retirement.

MEDICAL INSURANCE

A. The medical benefit coverage year shall run from January 1 through the subsequent December 31. The District shall pay towards the premiums for Major Medical Health coverage the state maximum hard cap permissible by law: for single, self & spouse, and family.

   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:

   APA UP Agreed Plan 1
   APA UP Agreed Plan 2
   APA UP Agreed Plan 3
   APA UP Agreed Plan 4
   APA UP Agreed Plan 5

   See addendum for plans.

   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 Association.

   1. PAK B (For employees not electing medical insurance)

Long Term Disability	Same as PAK A
Negotiated Life	Same as PAK A
Vision	VSP 3 Plus 250 CL

Delta Dental 100/90/90 $2,500 Orthodontics

The amount of the payment in lieu (if any) will be based on the number of teachers enrolled in PAK B as of September 1st and half of that amount will be paid on January 15th. During January, after open enrollment, another census will be taken and the amount of the payment in lieu (if any) will be based on the number of teachers enrolled in PAK B. Half of that amount will be paid on June 15th.

If one (1) to twenty (20) full-time bargaining unit members enroll and remain in PAK B, the Board shall pay $3,200 per year for cash-in-lieu of benefits, if the employee submits documentation that he/she otherwise has health insurance meeting the coverage and affordability requirements of the Affordable Care Act. 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 PAK B, the Board shall pay $4,200 per year for cash-in-lieu of benefits, if the employee submits documentation that he/she otherwise has health insurance meeting the coverage and affordability requirements of the Affordable Care Act. 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 PAK B, the Board shall pay $5,200 per year for cash-in-lieu of benefits, if the employee submits documentation that he/she otherwise has health insurance meeting the coverage and affordability requirements of the Affordable Care Act. Half (½) of the payment in lieu of insurance shall be made to the employee at the end of each semester.

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

Coverage shall be identical to Delta Dental coverage, 100/90/90, $2,000 for an annual max and $3,000 for lifetime maximum, including internal and external coordination of benefits (COB) for a full twelve-month period for the teacher and his/her family.

DEPENDENT LIFE INSURANCE

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

The Board will pay the premiums to provide $50,000 negotiated term life insurance with AD and D protection, for all full-time teachers regularly employed in the District who are with or without medical coverage provided by 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

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

Benefit of 66 2/3% of normal monthly earnings
$4,500 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
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 3 Plus 250 CL.

OTHER
If provided by the district, the GEA is agreeable to an Employee Assistance Program (EAP).

ARTICLE XVII
INCLUSIVE EDUCATION OR ITS EQUIVALENCY

A. Any teacher who it can be reasonably anticipated will be teaching or otherwise providing instructional services to a disabled 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 teacher may choose not to do so.

B. If any teacher in writing advises the District of a reasonable basis to believe that a disabled student's current individual educational planning committee (IEPC) report is not meeting the student's unique needs as required by law, the District shall forthwith call an IEPC. The member so advising the District shall attend the IEPC.

C. The parties recognize the extent to which a disabled 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 disabled student. Accordingly, in order to assure that the disabled student will be allowed to participate in regular education programs and services to the maximum extent appropriate, the District shall:
   1. Within the sixty (60) days of the start of the school year, and periodically thereafter, provide in-service training to regular education personnel regarding the instruction and behavioral management of disabled 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 disabling conditions, to be mutually agreed upon by the Employer and the Association. Such in-service training shall be expedited for any regular education personnel who shall be asked to provide or supervise instructional services to any student with a severe disability that could impact the learning environment.
   2. This may include IEPC team consultation and any additional training to provide the student the least restrictive environment.
   3. Provide sufficient teacher consultant, instructional and other aide/paraprofessional support personnel and other personnel as necessary to implement the IEPC for each disabled student, as determined by the District.
   4. Provide such supplementary aids and equipment as necessary to implement the IEPC for each disabled student, as determined by the District.

ARTICLE XVIII
DURATION OF AGREEMENT

A. This agreement shall be effective as of the 1st day of July 2024 and shall continue through June 30, 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Gwinn Education Association/Gwinn Board of Education
Michigan Education Association/
National Education Association
Upper Peninsula Education Association

By: _____
Amy Kimsel, President

Date: 9/17/24

By: _____
Ashley Jenema, President

Date: 9/16/2024

By: _____
Jessica Gustitis, PN Chair

Date: 9-16-24

By: _____
TJ Derwin, Secretary

Date: 09/16/2024

APPENDIX A
SALARY SCHEDULE

2024-2025:	Convert "Commit to Work Bonus into salary schedule which is equivalent to 4%, 1 step, lanes, longevity, 4% increase on the base salary, BA 0 is $39,713.71
2025-2026:	1 step, lanes, longevity, 3% increase on the base salary, BA 0 is $40,905.12
2026-2027:	Financial Re-opener

See attached salary schedules.

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

Years of Service = 10 – 15	$1,000
Years of Service = 16 – 19	$1,500
Years of Service = 20 – 24	$2,000
Years of Service = 25+	$2,500 plus $100 additional for each additional year past 25

Longevity payments are paid as part of the regular semi-monthly payroll or in a lump sum payment at the end of the contract year per the teacher's choice.

APPENDIX B
GRIEVANCE FORM

See attached Grievance Report Form.

24-25 Salary Schedule

	Lane 1		Lane 2		Lane 3		Lane 4		Lane 5
Step	% of Base	BA	% of Base	BA+20 Or 500 SCECHs	% of Base	CTE Certification MA Or 775 SCECHs	% of Base	CTE Certification MA+15 Or 1150 SCECHs	% of Base	CTE Certification MA+30 Or 1525 SCECHs
0		$ 39,713.71	104%	$ 41,302.32	110%	$ 43,687.08	116%	$ 46,069.36	122%	$ 48,451.63
0.5	102%	$ 40,508.02	106%	$ 42,097.24	112%	$ 44,480.77	118%	$ 46,863.66	124%	$ 49,246.55
1	104%	$ 41,302.32	108%	$ 42,892.16	114%	$ 45,274.44	120%	$ 47,657.95	126%	$ 50,041.48
1.5	106%	$ 42,097.24	110%	$ 43,685.84	116%	$ 46,069.36	122%	$ 48,452.26	128%	$ 50,835.78
2	108%	$ 42,892.16	112%	$ 44,479.51	118%	$ 46,864.28	124%	$ 49,246.56	130%	$ 51,630.07
2.5	111%	$ 44,083.30	115%	$ 45,671.90	121%	$ 48,055.42	127%	$ 50,438.32	133%	$ 52,821.21
3	114%	$ 45,274.44	118%	$ 46,864.28	124%	$ 49,246.56	130%	$ 51,630.07	136%	$ 54,012.36
3.5	117%	$ 46,466.20	121%	$ 48,055.42	127%	$ 50,438.32	133%	$ 52,821.21	139%	$ 55,204.73
4	120%	$ 47,657.95	124%	$ 49,246.56	130%	$ 51,630.07	136%	$ 54,012.36	142%	$ 56,397.11
4.5	123%	$ 48,849.72	127%	$ 50,438.32	133%	$ 52,821.21	139%	$ 55,204.73	145%	$ 57,588.25
5	126%	$ 50,041.48	130%	$ 51,630.07	136%	$ 54,012.36	142%	$ 56,397.11	148%	$ 58,779.40
5.5	129%	$ 51,232.61	133%	$ 52,821.21	139%	$ 55,204.73	145%	$ 57,588.25	151%	$ 59,970.53
6	132%	$ 52,423.75	136%	$ 54,012.36	142%	$ 56,397.11	148%	$ 58,779.40	154%	$ 61,161.67
6.5	135%	$ 53,614.89	139%	$ 55,204.73	145%	$ 57,588.25	151%	$ 59,970.53	157%	$ 62,352.81
7	138%	$ 54,806.03	142%	$ 56,397.11	148%	$ 58,779.40	154%	$ 61,161.67	160%	$ 63,543.94
7.5	141%	$ 55,997.17	145%	$ 57,588.25	151%	$ 59,970.53	157%	$ 62,352.81	163%	$ 64,735.70
8	144%	$ 57,188.30	148%	$ 58,779.40	154%	$ 61,161.67	160%	$ 63,543.94	166%	$ 65,927.46
8.5	147%	$ 58,380.69	151%	$ 59,970.53	157%	$ 62,352.81	163%	$ 64,735.70	169%	$ 67,118.60
9	150%	$ 59,573.07	154%	$ 61,161.67	160%	$ 63,543.94	166%	$ 65,927.46	172%	$ 68,309.74
9.5	153%	$ 60,764.21	157%	$ 62,352.81	163%	$ 64,735.70	169%	$ 67,118.60	175%	$ 69,500.88
10	156%	$ 61,955.35	160%	$ 63,543.94	166%	$ 65,927.46	172%	$ 68,309.74	178%	$ 70,692.02
10.5	159%	$ 63,147.10	163%	$ 64,735.70	169%	$ 67,118.60	175%	$ 69,500.88	181%	$ 71,883.16
11	162%	$ 64,338.86	166%	$ 65,927.46	172%	$ 68,309.74	178%	$ 70,692.02	184%	$ 73,074.28
11.5	165%	$ 65,530.00	169%	$ 67,118.60	175%	$ 69,500.88	181%	$ 71,883.16	187%	$ 74,266.05
12	168%	$ 66,721.15	172%	$ 68,309.74	178%	$ 70,692.02	184%	$ 73,074.28	190%	$ 75,457.81
12.5					181%	$ 71,883.16	187%	$ 74,266.05	193%	$ 76,650.20
13					184%	$ 73,074.28	190%	$ 75,457.81	196%	$ 77,842.58
13.5					187%	$ 74,266.05	193%	$ 76,650.20	199%	$ 79,033.72
14					190%	$ 75,457.81	196%	$ 77,842.58	202%	$ 80,224.85
14.5					193%	$ 76,650.20	199%	$ 79,033.72	205%	$ 81,415.99
15					196%	$ 77,842.58	202%	$ 80,224.85	208%	$ 82,607.13
20					202%	$ 80,224.85	208%	$ 82,607.13	214%	$ 84,989.40

25-26 Salary Schedule

	Lane 1		Lane 2		Lane 3		Lane 4		Lane 5
Step	% of Base	BA	% of Base	BA+20 Or 500 SCECHs	% of Base	CTE Certification MA Or 775 SCECHs	% of Base	CTE Certification MA+15 Or 1150 SCECHs	% of Base	CTE Certification MA+30 Or 1525 SCECHs
0		$ 40,905.12	104%	$ 42,541.39	110%	$ 44,997.69	116%	$ 47,451.44	122%	$ 49,905.18
0.5	102%	$ 41,723.26	106%	$ 43,360.16	112%	$ 45,815.19	118%	$ 48,269.57	124%	$ 50,723.95
1	104%	$ 42,541.39	108%	$ 44,178.92	114%	$ 46,632.67	120%	$ 49,087.69	126%	$ 51,542.73
1.5	106%	$ 43,360.16	110%	$ 44,996.41	116%	$ 47,451.44	122%	$ 49,905.82	128%	$ 52,360.85
2	108%	$ 44,178.93	112%	$ 45,813.90	118%	$ 48,270.21	124%	$ 50,723.96	130%	$ 53,178.97
2.5	111%	$ 45,405.80	115%	$ 47,042.05	121%	$ 49,497.08	127%	$ 51,951.46	133%	$ 54,405.85
3	114%	$ 46,632.67	118%	$ 48,270.21	124%	$ 50,723.96	130%	$ 53,178.97	136%	$ 55,632.73
3.5	117%	$ 47,860.18	121%	$ 49,497.08	127%	$ 51,951.46	133%	$ 54,405.85	139%	$ 56,860.88
4	120%	$ 49,087.69	124%	$ 50,723.96	130%	$ 53,178.97	136%	$ 55,632.73	142%	$ 58,089.03
4.5	123%	$ 50,315.21	127%	$ 51,951.46	133%	$ 54,405.85	139%	$ 56,860.88	145%	$ 59,315.90
5	126%	$ 51,542.73	130%	$ 53,178.97	136%	$ 55,632.73	142%	$ 58,089.03	148%	$ 60,542.78
5.5	129%	$ 52,769.59	133%	$ 54,405.85	139%	$ 56,860.88	145%	$ 59,315.90	151%	$ 61,769.65
6	132%	$ 53,996.46	136%	$ 55,632.73	142%	$ 58,089.03	148%	$ 60,542.78	154%	$ 62,996.52
6.5	135%	$ 55,223.33	139%	$ 56,860.88	145%	$ 59,315.90	151%	$ 61,769.65	157%	$ 64,223.39
7	138%	$ 56,450.21	142%	$ 58,089.03	148%	$ 60,542.78	154%	$ 62,996.52	160%	$ 65,450.26
7.5	141%	$ 57,677.08	145%	$ 59,315.90	151%	$ 61,769.65	157%	$ 64,223.39	163%	$ 66,677.77
8	144%	$ 58,903.95	148%	$ 60,542.78	154%	$ 62,996.52	160%	$ 65,450.26	166%	$ 67,905.29
8.5	147%	$ 60,132.11	151%	$ 61,769.65	157%	$ 64,223.39	163%	$ 66,677.77	169%	$ 69,132.16
9	150%	$ 61,360.26	154%	$ 62,996.52	160%	$ 65,450.26	166%	$ 67,905.29	172%	$ 70,359.03
9.5	153%	$ 62,587.13	157%	$ 64,223.39	163%	$ 66,677.77	169%	$ 69,132.16	175%	$ 71,585.90
10	156%	$ 63,814.01	160%	$ 65,450.26	166%	$ 67,905.29	172%	$ 70,359.03	178%	$ 72,812.78
10.5	159%	$ 65,041.52	163%	$ 66,677.77	169%	$ 69,132.16	175%	$ 71,585.90	181%	$ 74,039.65
11	162%	$ 66,269.03	166%	$ 67,905.29	172%	$ 70,359.03	178%	$ 72,812.78	184%	$ 75,266.51
11.5	165%	$ 67,495.90	169%	$ 69,132.16	175%	$ 71,585.90	181%	$ 74,039.65	187%	$ 76,494.03
12	168%	$ 68,722.78	172%	$ 70,359.03	178%	$ 72,812.78	184%	$ 75,266.51	190%	$ 77,721.55
12.5					181%	$ 74,039.65	187%	$ 76,494.03	193%	$ 78,949.70
13					184%	$ 75,266.51	190%	$ 77,721.55	196%	$ 80,177.86
13.5					187%	$ 76,494.03	193%	$ 78,949.70	199%	$ 81,404.73
14					190%	$ 77,721.55	196%	$ 80,177.86	202%	$ 82,631.60
14.5					193%	$ 78,949.70	199%	$ 81,404.73	205%	$ 83,858.47
15					196%	$ 80,177.86	202%	$ 82,631.60	208%	$ 85,085.34
20					202%	$ 82,631.60	208%	$ 85,085.34	214%	$ 87,539.08

GRIEVANCE REPORT FORM
GWINN AREA COMMUNITY SCHOOLS

Date: _____ Name of Grievant: _____

At every level, copies with responses must be sent to:
Superintendent, immediate supervisor, president of the GEA, grievant listed

FORMAL LEVEL 1:

A. Date/Cause of Grievance Occurred: _____
B. 1. Article/Section/Policy Violated: _____
2. Statement of Grievant: _____
_____
_____
_____
_____
2. Relief Sought: _____

_____
Signature Date

C. Disposition of Supervisor: _____
_____
_____
_____
_____

_____
Signature Date

FORMAL LEVEL 2:

1. Statement of Grievant: _____
_____
_____
_____
_____

_____
Signature Date

GRIEVANCE REPORT FORM
GWINN AREA COMMUNITY SCHOOLS

2. Date Received by Superintendent or Designee: _____

A. Disposition of Superintendent or Designee: _____

_____

_____

_____

_____

_____
Signature Date

FORMAL LEVEL 3:

1. Statement of Grievant: _____

_____

_____

_____

_____

_____
Signature Date

2. Date Received by Board or Designee: _____

B. Disposition of Board or Designee: _____

_____

_____

_____

_____

_____
Signature Date

FORMAL LEVEL 4:

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

_____

_____

_____

_____
Signature Date