

MASTER AGREEMENT

BETWEEN

THE GIBRALTAR BOARD OF EDUCATION

AND

**THE GIBRALTAR EDUCATION
ASSOCIATION**

MEA/NEA

AUGUST 16, 2012

to

AUGUST 15, 2016

ARTICLE I

RECOGNITION

- 1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for all certified contract teaching personnel and temporarily certificated teachers occupying a regular teaching position, Psychologists, Counselors, Social Workers, Media Center Specialists, teacher/consultants and special education teachers who do not supervise teachers; all other employees are excluded.
- 1.2 The Board agrees not to bargain with any teacher organization other than the Union.

ARTICLE II

GENERAL

- 2.1 Duration. This Agreement, all of its provisions and appendices, shall become effective as of date of execution, and shall continue in effect until midnight, August 15, 2016. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:
 - A. Signed by the appropriate Union official(s).
 - B. Approved by the Board of the Gibraltar School District by resolution duly adopted.
- 2.2 Upon written notice to the other party, any time after March 1, 2016, either party may request the opening of negotiations for a new Agreement. Any notices required hereunder shall be sufficient if mailed by certified mail with return receipt requested, or hand delivered.
- 2.3 Negotiations will be reopened to specifically address terms and conditions of employment, and salary schedule should the Gibraltar School District plan for a year-round school.
- 2.4 Negotiations will be reopened to specifically address terms and conditions of employment, and salary schedule should the Board schedule normal day students to night school or alternative schools.
- 2.5 Agreements Contrary to Law. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

- 2.6 Matters Contrary to Agreement. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract. All individual teacher contracts shall be expressly made subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board as they affect teachers.
- 2.7 Strike Prohibition. No teacher or the Union shall participate in or cause any strike of any type nor shall any teacher or the Union participate in or cause any work stoppage nor shall any teacher refuse to carry out normal work assignments during the term of this Agreement. The Board shall not lock out any teachers during the term of this Agreement.
- 2.8 Publication & Distribution. The Board will take the initiative with the cooperation of the Union to publish the contract. The Union agrees to match funds for the publishing of the contract. Both parties will be responsible for the compilation of data for the contract. The Board may use clerical resources to expedite the process. The Union will be responsible for the distribution of one (1) copy of the contract to each staff member as well as to all new staff hired after the start of each school year.

ARTICLE III

DEFINITION

- 3.1 Whenever the term "school" is used, it is to include any work location or functional division.
- 3.2 Whenever the term "principal" is used, it is to include the administrator of any work location or functional division.
- 3.3 Whenever the term "teacher" is used, it is to include any member or members of the bargaining unit.
- 3.4 Whenever the term "superintendent" is used, it shall include any person with the power to act in his behalf.
- 3.5 Whenever the singular is used, it is to include the plural.
- 3.6 Whenever the masculine is used, it is to include the feminine.
- 3.7 Whenever the term "the Union" is used hereinafter, shall refer to Gibraltar Education Association MEA/NEA.
- 3.8 Whenever the term "Union Representative" is used, it is to mean the representative of the Union in the school or his alternate Union designee.

- 3.9 Whenever the term "Employer" is used, it refers to the Gibraltar School District as represented by the Gibraltar Board of Education and any of its designated administrative employees acting in the capacity of agent.
- 3.10 Whenever the term "experimental" or "pilot" is used, it refers to a method of operation usually considered to be of one (1) year duration from its commencement. Certain programs or projects are funded through federal, state, or local agencies and they may have longer duration than one (1) year period. The Union shall be notified of the duration of any pilot or experimental program.
- 3.11 Whenever the term "day" is used, it refers to "working school day", except in the summer (when school is not in session), it shall mean weekday, unless otherwise the word "day" is qualified in individual articles.
- 3.12 Whenever the term "traveling employee" is used, it refers to an employee whose assignment includes more than one (1) building location during any given day.

ARTICLE IV

BOARD RIGHTS

The Board retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan and the United States, subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any rules, policies, and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District, as long as they are not inconsistent herewith and any employee who violates or fails to comply herewith, shall be subject to discipline or discharge just the same as if they were set forth in this Agreement.

ARTICLE V

RIGHTS OF THE UNION

- 5.1 The Board shall make available (within a reasonable time) to the Union upon its written request, any and all information, statistics and records which it has available or which can be obtained without undue difficulty and which may be reasonably necessary to make intelligent decisions, relative to negotiations or necessary for proper enforcement of the terms of this Agreement.
- 5.2. Board Policy Dissemination. All personnel shall be familiar with Board policy for an effective operation. Personnel shall have access to all district policies via the district web site (see <http://www.neola.com/gibraltar-mi/>)

The Union or its representatives shall be informed of any new policy adopted by the Board after execution of agreement. New policies/updates or changes shall be uploaded to the district website as soon as possible.

- 5.3 In the event that Public Act 53 prohibits the Board from collecting or processing union dues deductions, any part of this Section referring to the Employer collecting union dues or assessments becomes unenforceable and the Employer will no longer collect or remit union dues or assessments.

Dues Check-Off. Any employee who is a member of the Union or who has applied for membership may sign and deliver to the Employer, an assignment authorizing deduction of the professional dues, which shall be designated by the Union. Such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues from the first twenty (20) regular pay checks paid to each employee in each of the school years covered by this Agreement. Any employee who shall not perform services for any pay period of the school year shall have his dues reduced by one-twentieth (1/20) of the yearly dues for each entire pay period he did not work, except where the failure to perform services during any pay period was the result of the employee taking any leave of absence or sick leave provided for in this Agreement.

- 5.4 Any employee who is not a member of the Union and who does not make application for membership within thirty (30) days from the day of commencement of teaching duties shall, as a condition of employment, pay a representation benefit fee to the Union, provided however, that the employee may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph; if not, the Board may cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment since the establishment of said representation benefit fee is herewith deemed to be the sum equivalent to the portion of the membership dues, to be used for the purposes of collective bargaining and contract administration. The Union will certify this amount in writing. The procedure in all phases of discharge for violation of these provisions shall be as follows:

- A. The Union shall notify the employee of noncompliance by certified mail, return receipt requested, said notice shall detail the noncompliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not affected.
- B. If the employee fails to comply, the Union may file charges, in writing, with the Employer and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
- C. The Employer, only upon receipt of said charges and request for termination shall conduct a hearing on said charges and to the extent said employee is protected by the provisions of the Michigan Tenure of Teachers Act; all proceedings shall be in accordance with said Act. In the event of

compliance at any time prior to discharge, charges may be withdrawn. The Union, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.

- 5.5 With respect to all sums deducted by the Employer pursuant to the authorization of the employee, whether for the professional dues, representation benefit fee, or assessments, the Board agrees promptly to distribute said sums upon direction of the Union.
- 5.6 This Article shall be effective as of the date of the Agreement and all sums payable hereunder shall be determined from said date.
- 5.7 The Union agrees to assume the legal defense of any suit or action brought against the Employer, each individual Board member and all administrators and hold same harmless regarding paragraphs 5.3 through 5.6 of this provision. The Union further agrees to indemnify the Employer of any costs or damages in all court or administrative agency costs that may arise out of or by reason of action taken by the Employer in complying with this provision, which may be assessed against the Employer, as a result of said suit or action, subject however to the following conditions:
- A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
 - B. The Union, after consideration with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Employer by any court or tribunal.
 - C. The Union shall have the right to compromise or settle any claim against the Employer under this section.
- 5.8 The Union shall be provided adequate bulletin board space in a place readily accessible to teachers in each school for the posting of notices and other materials relating to Union activities. Such bulletin board shall be clearly identified as Union bulletin boards and their upkeep and appearance shall be the sole responsibility of the Union. The Union shall have the right to have official Union business material placed in the mailboxes of teachers, provided this privilege is not abused or misused. Such material shall not be detrimental to the School District, nor to any individual. School rooms shall be made available for Union meetings according to building use policy, or upon approval by the appropriate administrator. Outside regular school hours, the Union shall have the right to use school equipment for the preparing and duplicating of information for employees. The Union shall supply its own materials.
- 5.9 The Union shall submit to the Employer an official directory of all Union officers and representatives on Union stationery every time there is a change in official representation. This shall be done as soon as possible after any changes.

- 5.10 Union Rights. Released time for Union officials shall be granted as needed upon request and with approval of the building principal, for the implementation of this Agreement and for grievances. Union building representatives and Union officials may use their preparation period for Union business. It is understood that teachers involved in the grievance procedure may use preparation periods for Union business when it does not interfere with the pre-scheduled building assignment or function.

Annually the Union shall have a total of thirty (30) membership days. Providing a substitute teacher is available, an employee will be released from regular duties without loss of salary for the purpose of participating in regional, state, or national meetings of the MEA or NEA. The Union agrees to pay the substitute rate for each day used for this purpose. The Union president or his designee shall arrange for each leave through the Superintendent's office. The Union will provide the Superintendent's office with notice of the need for such leaves at least forty-eight hours prior to the utilization of leave days as provided in this section, if possible. The notice shall specify the employee affected, the reason(s) for the leave and the duration of the leave.

At the sole discretion of the Union, membership days may be used in lieu of personal days for appearance of employees at Unfair Labor Practice hearings. It is understood that only those employees whose testimony may be needed and the appropriate Union officials shall be granted membership days for this purpose as spelled out above.

The Board would agree to one (1) hour release time per day for the Union President, provided this time is on school premises, without loss of pay or other compensation and at no cost to the Union.

- 5.11 The Superintendent or his designated representative shall meet informally with Union representatives at reasonable times to discuss matters relating to the implementation of this agreement, issues arising out of this Agreement, or on matters of educational interest.
- 5.12 A meeting shall occur at least once a month, if either party so requests and normally on a scheduled date agreed upon by the Superintendent and the Union. Similarly, the principal of each school shall meet with the Union representatives from his building, for the same purposes in accord with the same guidelines used for the Superintendent's meetings described in 5.11.
- 5.13 With regard to this Article only, the Union may represent an employee except that the employee may represent himself, or be represented by his own attorney if he so desires.
- 5.14 At the time of normal distribution, a copy of the tentative agenda for each meeting of the Board of Education, check register and the minutes of the past meetings shall be placed in the school mail distribution addressed to the President, Gibraltar Education Association, MEA/NEA, or his designee. Prior to taking action on the agenda, the Union will be given a reasonable amount of time to discuss with the Board, agenda items in which it is especially interested.

- 5.15 Upon prior notice to the Board Office, the Union may raise questions for the Employer's consideration as it relates to specific agenda items at the meeting of the Board of Education.
- 5.16 Union representatives shall be given a copy of the tentative agenda, twenty-four (24) hours before staff meetings, if requested. The Union representative shall have the right to request to be placed on the agenda for staff meetings.
- 5.17 The Union representative shall further have the right to meet with the building principal within one (1) week on any matter brought before the staff which the Union representative considers to have compromised or to threaten to compromise the interest of the Union or the staff. This section shall not be construed as to extend rights hereunder to anyone not a member of the staff involved.
- 5.18 Union representatives shall have the right to confer with teachers, investigate grievances, and visit schools during hours (as set forth in paragraph 5.10) provided that such right does not interfere with the normal teaching duties of either the employees interviewed or the Union representative, the effective operation of the school system, or the rights and privileges of individual employees. Before exercising this right, the Union representative shall first apprise the appropriate building principal of his intent to visit the school and shall state the purposes and scope of the intended visitation. The building principal may deny such right for just cause and shall forward his reasons in writing to the Union representative and the Union President. The denial of this right during preparation periods shall not be considered just cause.
- 5.19 The Employer and its representatives shall take no action that violates or is inconsistent with any provision of this Agreement without the consent of the Union. The Employer further agrees to consult with the Union, prior to taking action to change any existing policy governing working conditions of teachers existing on the date of the Agreement and not covered by this Agreement.
- 5.20 The following Union officials, if tenured, shall be granted super-seniority for layoff purposes, only, for so long as they hold the Union office: President; Vice-President; Elementary Building Representative; and Secondary Building Representative. Super seniority will commence on the Board's receipt of an official Union correspondence, signed by the Union President, stating the names of these formal officials.
- 5.21 Political activities of any employee seeking or holding political office or campaigning for political candidates shall be outside the school duty hours.

ARTICLE VI

TEACHER RIGHTS

(See Memorandum of Understanding)

- 6.1 Fair Practice. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, age, national origin, gender, or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employees organization. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, age, marital status, or membership or participation in, or association with the activities of the Union.
- 6.2 No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the grievance procedure set forth herein. It is further understood that reductions in work weeks, days, or hours, or layoffs (except disciplinary layoffs) or elimination of extra duties, assignments or activities is not within the meaning of discipline.
- 6.3 A teacher shall be entitled to have present a representative of the Union for any disciplinary action that is more serious than a written warning. Disciplinary action that is more serious than a written warning will not be effectuated until the teacher has had the opportunity to request the presence of the Union representative. If the Union representative is requested and notification for the disciplinary action is given, no more than two (2) work days may lapse before such action is taken.
- 6.4 Disciplinary Action.
- A. Sequential Correction - The Board, through its administrative personnel, in recognition of the concept of sequential correction, shall, for just cause, notify the teacher in writing of alleged misconduct which, if continued, may result in formal discipline up to and including loss of pay and/or suspension or discharge. Such notice shall:
1. Identify the misconduct
 2. Indicate expected correction
 3. Establish a period of correction, and
 4. Identify formal disciplinary action to be taken in the event misconduct is repeated.
- B. Progressive Discipline - In the event such disciplinary action becomes necessary, the following actions may be implemented:
1. Severe written reprimand

2. Suspension with pay
 3. Loss of pay
 4. Suspension with loss of pay
 5. Discharge
- C. A principal shall hold a conference with the teacher as soon as practical to discuss the stated problem.
- D. Affected teachers shall have the right to read written communications which are disciplinary in nature and should a teacher refuse to sign a written document in the affirmative or with objection, the Union representative shall sign the communication indicating that the affected teacher has refused to acknowledge the written notice.
- E. Nothing herein shall prevent the board from commencing discipline at any appropriate step should circumstances warrant.
- 6.5 The Board agrees not to interfere in the off-duty hours of teachers, their full rights of citizenship and their exercise of academic and professional freedom as long as it does not interfere with their performance as a teacher.
- 6.6 If the behavior leading to the disciplinary action has been corrected and has not recurred for four (4) consecutive years, any documents referring to the discipline shall be removed from the teacher's personnel file, unless removal is prohibited by law.

ARTICLE VII

PROCEDURE FOR ADJUSTMENT OF GRIEVANCES

7.1 Definition.

- A. A grievance is a claim based upon an employee, a group of employees, or the Union belief that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. For purposes of this Article, the term "day" shall mean "working school day" except in the summer (when school is not in session), it shall mean "weekday".
- C. A Union grievance chairperson shall be designated by the Union and may represent any employee or the Union in the processing of a grievance.
- D. It is the intent of the parties to resolve grievances at the earliest possible step. The parties may, however, agree in writing to extend the time limits in

this Article. Requests for extensions of ten (10) days or less will not be denied by either party absent extraordinary circumstances.

- 7.2 **Informal Procedure.** Within ten (10) working days following an event which is allegedly objectionable or following the recognition of the circumstances giving rise to such complaint, an employee(s), or the Union may request an informal conference with the immediate supervisor, in an effort to resolve the grievance. The Union shall be notified of the request for an informal conference and shall have the opportunity of being present with the employee at such meeting, at the direction of the employee involved.

The employee's immediate supervisor shall have a maximum of ten (10) days to resolve any issue. Settlements of issues at the informal level shall be solely between the grievant and the supervisor, but shall not be binding upon the Union.

If the grievant is not satisfied with the results of the informal conference, the matter may be formulated in writing as provided hereunder by the Union.

Formal Level One. In the event that a grievance is not resolved at the informal conference level, the grievance, in writing, may be filed with or submitted to the immediate supervisor and the principal of the school within ten (10) days following the informal conference. The immediate supervisor and the principal shall, within ten (10) days of the receipt of the grievance render a written decision. A copy of this decision shall be forwarded to the Union.

Formal Level Two. If the grievance is not disposed of at Formal Level One, or if no decision is rendered by the principal within ten (10) days after the grievance is presented, the grievance may be submitted in writing to the Superintendent or his designee within seven (7) days after the principal's decision is or should have been communicated to the Union. The Superintendent or his designee shall conduct a formal grievance hearing within ten (10) days from the date the written grievance was presented to the Superintendent or his designee. Within five (5) days after the conclusion of the hearing, a written decision on the grievance will be presented to the parties.

Formal Level Three. If the grievance is not settled at Formal Level Two, the Union may refer the matter to arbitration, providing that notice to refer the matter be given to the Employer within fifteen (15) working days from the date of the Superintendent's written decision at Formal Level Two. An arbitrator will be selected in accordance with the rules and procedures of the American Arbitration Association.

The arbitrator's authority is limited to the following:

- A. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications and interpretations of such express provisions.
- B. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Employer's rights and responsibilities

except where they have been expressly and clearly limited by the terms of this Agreement.

- C. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer, where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
 - D. In the case of discharge, the Union shall have recourse to the grievance procedure or the procedure set forth in the Tenure Act, but not both. Once an election of procedure is instituted, it shall be binding on both parties.
 - E. The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union, and the employee or employees involved.
 - F. The arbitrator's fees and expenses shall be borne 60% by the losing party and 40% by the prevailing party. The expense and compensation for attendance of any employee, witness, or participant in the arbitration, shall be paid by the party calling such employee, witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted released time at any one time.
- 7.3 The filing of the grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- 7.4 If a grievance arises from the action of authority higher than the principal of a school, it may be initiated at the appropriate level of this procedure.
- 7.5 No decision on or adjustment of a grievance shall be contrary to any provisions of this Agreement.
- 7.6 Failure at any level of this procedure to communicate the decision of a grievance within the specified time limit shall permit the lodging of an appeal at the next level of this procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.
- 7.7 The following sections of this Agreement are specifically excluded from the grievance procedure:
- A. Failure of the Board to follow teacher recommendations for school facilities.

- B. Failure of the Employer to follow advisory recommendations coming from employee committees.
- C. Failure of the employer to reduce class size, except that failure of the Board to make every reasonable effort to reduce class size as set forth in Article XXI - Class Size - is grievable.

ARTICLE VIII

REVIEW OF PERSONNEL FILES

- 8.1 Each employee shall have the right upon request to review the contents of his personnel file maintained at the administration building. A representative of the Union may, at the employee's written request, accompany the employee in this review. The review shall be made in the presence of the person responsible for the safekeeping of the employee's file. The Employer shall reproduce for the employee, one (1) copy of any material requested from such files.
- 8.2 The employee shall have an opportunity to read all material placed in his personnel file, subject to excluding privileged information as hereinafter defined. The employee shall acknowledge that he has read and received a copy of such material by affixing his signature and date on the actual copy to be filed with the understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its contents.
- 8.3 The employee shall have the right to answer any material filed and his answer shall become a part of the file copy. In case the teacher does not choose to answer such material, notation to this effect shall be added to the file copy.
- 8.4 All communications including evaluation by Gibraltar administrators, commendations, and validated complaints directed toward the employee which are to be included in the personnel file, a copy of same shall first be given the employee and shall be called to the employee's attention at the time of inclusion. If a supervisor keeps in his possession, private written notes, or written reports, these may not be used as official records until placed in the employee's file.
- 8.5 When an employee leaves the District, he has a right to review his file and the superintendent or his designee may remove any adverse material (prior to the last two (2) years of employment) if such adverse complaints have been corrected. Adverse material in this case would be reprimands, parent complaints, rebuttals, and anything of like nature.
- 8.6 No material relating to an employee's personal life which is unrelated to his teaching shall be placed in his personnel file.
- 8.7 Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrators shall, with the teacher looking on, remove these

credentials and confidential reports from the file, prior to the review of the file by the employee.

- 8.8 Records of grievances filed shall not be included in the teacher's personnel file.
- 8.9 All information in the employee's file shall be kept confidential and shall be available only to authorized administrative personnel.
- 8.10 The Superintendent or his designee is in all cases responsible for the maintenance and upkeep of personnel files. The Superintendent or his designee has the authority to allow materials to be placed in or removed from an employee's file.
- 8.11 Except as modified herein, the Bullard-Plawecki Employee Right to Know Act (MCLA Section 423.401 et. seq., as amended) shall provide the parameters within which this Article will be administered. Furthermore, it is understood that employees will have the opportunity to review their personnel files.

ARTICLE IX

SCHOOL DAY

- 9.1 The calendar for each school year will be bargained as required by law. The calendar will reflect at least two (2) teacher work days and the number of instructional days and staff professional development days to constitute a minimum of 1098 student clock hours unless mutually agreed upon by both parties.
 - A. Whenever the minimum number of student/instructional days and/or student clock hours needs to be increased to comply with the normal State mandated minimums for days and/or hours in order for the District to receive 100% of its State foundation grant, the number of student/instructional days and the number of hours of instruction (including student contact) will be adjusted after negotiations with the Union to conform to those requirements – without additional compensation except as provided herein. For each school year that the number of student/instructional days is more than 185 due to the operation of the new State mandates, teachers shall receive additional compensation on a per diem basis for each day that year has over 185 student/instructional days.
 - B. School Counselors, Media Center Specialists, and Building Trades II Teachers. The school year will be extended to a maximum of ten (10) days longer than the classroom teachers' day at the discretion of the Superintendent. Pay shall be determined on a per diem basis.
 - C. Any teacher proctoring state-mandated testing (i.e. MME) outside the normal school day or work week shall be paid at his per diem rate.
- 9.2 The students' school day shall conform to current requirements as determined by the Board of Education.

- A. Regular daily hours of employment for classroom teachers shall be a maximum of seven (7) continuous hours except as may be required by 9.1.A., with the starting and ending times designated by the administration after conferring with the Union.
- B. Non-classroom teachers' regular hours shall be one-half (1/2) hour longer than classroom teachers. The building administrator may determine to not lengthen the day of the non-classroom teacher. In this case, the non-classroom teacher would not receive a stipend if required to substitute in an emergency situation.

9.3 Employees shall be expected to arrive at their respective buildings fifteen (15) minutes prior to the beginning of general classes. This time shall not be considered as prep time unless prep time is scheduled prior to the normal beginning of the student day, and it shall be in addition to the day established under 9.2. Normally, employees shall not be assigned specific duties, but shall be expected to give reasonable assistance in the maintenance of good order. In the event a student control problem arises, the principal and a Union representative shall meet to arrive at a fair solution to the problem. Employees may be assigned additional duties at the end of the day provided that any additional duty does not require the employee to stay more than ten (10) minutes beyond the normal school day. Any employee who is not assigned an additional duty shall be expected to remain in their classrooms or normal work stations until students have had a reasonable time to clear the halls. Thirty (30) minutes of time shall be granted to enable traveling employees who are moving between buildings to arrive at their next teaching station when scheduled. Fifteen (15) minutes travel time shall be granted to teachers moving to different buildings within the same building complex. Special services shall be apportioned to elementary schools equitably. A traveling employee is an employee whose assignment includes more than one (1) building location on any given day.

Any teacher using their own vehicle to travel from one building to another shall be reimbursed for their mileage according to the Board Policy rate at the time of travel.

- 9.4 Because of their positions, Counselors, Librarians, Social Workers, Consultants, School Psychologists, Homebound Teachers and others holding similar non-classroom responsibilities do not have a specified preparation time. All other employees shall have a minimum of sixty (60) minutes per school day unassigned time for preparation or conference. This time shall include a minimum of thirty (30) minutes per day for duty-free lunch. Thirty minutes includes travel time to and from the teaching assignment in a given building. The thirty (30) minute duty-free lunch period per day shall also be provided to those employees who do not have specified prep time. This provision may be modified in the following ways:
- A. Except for duty-free lunch, the sixty (60) minutes per day may be obtained as an average per week.

- B. The sixty (60) minutes shall not be construed as a maximum but excess unassigned time may be used for special duty assignments when actual need so mandates.
- C. Except for duty-free lunch, the sixty (60) minutes may be reduced on a voluntary basis for lunch hour supervision at the rate set forth in Appendix B.
- D. Non-classroom teachers may be assigned emergency substitute teaching responsibilities if regular substitutes cannot be obtained.

9.5 Because of differences between secondary and elementary programs, the following guidelines shall be followed for unassigned time:

- A. In elementary grades where music, art and physical education are assigned and taught by specially certificated teachers, the employee shall be relieved of duty when such classes are in session for the purpose of preparation and consultation time. The principal will make every reasonable effort to attempt consistency for the art, music and physical education employees involved, and will attempt to equitably distribute the preparation time for the art, music, and physical education employees throughout the week. The building principal shall develop the art, music and physical education schedules in the building with input from the affected art, music and physical education teachers.
- B. For each day that school is in session, traveling employees shall be granted the same duty-free lunch period as other employees, exclusive of travel time between buildings.
- C. Before elementary employees are scheduled for playground duty, the principal will explore with the appropriate Union representative, alternatives to insure the employees are scheduled for direct instruction of pupils to a maximum extent. Aides or parent volunteers will be used to supervise the students, if possible.

9.6 Employees may be expected to attend four (4) after school activities per year. The appropriate Union representative shall be consulted for the anticipated activities or events which require employee attendance. Upon request, employees may be expected to attend three (3) one (1) hour sessions after school, in preparation for curriculum workshops as provided in the school calendar.

If due to concerts or open houses a traveling teacher is required to attend more than four (4) after school activities, he shall be paid at the rate of \$75 for each additional activity.

9.7 It is recognized that emergency situations may occasionally arise during which time employees shall provide necessary assistance. Normally, however, the lunch period will not be interrupted unless there is an emergency situation.

- 9.8 During an employee's preparation and/or consultation time, clearance with the principal shall be necessary for an employee to leave the premises when necessary. Employees may be asked to sign in and out for communications reasons. This may be necessary with a large building and large staff on different time schedules.
- 9.9 Employees assigned to more than one (1) building shall attend scheduled faculty meetings in respective buildings, upon notification by the appropriate building administrator. The Employee's school of primary assignment (home base) is to take precedence in the event of conflicts.
- 9.10 General staff meetings will be held with employees. Administrative messages and directives shall be communicated by written memoranda. When general staff meetings are necessary, they shall follow a pre-established and distributed agenda and be limited in time to the accomplishment of the stated purposes. Said staff meetings may be held no more than once per month except in unforeseen circumstances or if approved by a simple majority of the building staff.
- 9.11 Teachers may be required to report for duty whenever emergency conditions necessitate the canceling of regularly scheduled classes. An emergency shall be defined as a situation which poses a threat to the health and/or safety of students and/or staff (for example: the failure of a heating system poses a threat to health). When school has been in session and is canceled due to an emergency situation, teachers may be assigned or discharged for the day by the principal after consultation with the Superintendent.
- 9.12 Unless otherwise notified, employees shall be required to report for duty whenever unusual conditions necessitate the canceling of regularly scheduled classes. An unusual condition shall be defined as an external force which may cause selective schools to close, while others remain open. Employees may be directed to report to another location for reassignment. Floods shall be included in the definition of unusual conditions. Staff whose personal property is involved in the flood situation shall not be required to report. Such days will not be charged to personal or sick days. The Superintendent may determine alternative plans for opening and closing of individual schools without being obligated to determine an "Act of God" day. If reassignment is made and as a result a teacher works longer than the normal work day, the time beyond the normal work day will be paid at the hourly substitute rate.
- 9.13 An "Act of God" day shall be defined as a weather condition that causes the cancellation of regularly scheduled classes. "Act of God" Days will be determined at the sole discretion of the Superintendent or his designee. Employees shall not be required to report for duty on an "Act of God" day. If "Act of God" days are rescheduled, the Board will meet and confer with the Union on the rescheduling of such days. If after one week of negotiations no agreement has been reached, then final authority and the decision on rescheduling shall be made by the Superintendent of Schools. There shall be no extra compensation paid for rescheduled days nor any reduction in compensation for days that are not rescheduled.
- 9.14 In the cases of floods, unusual conditions, or "Act of God," staff is advised to turn to the media for information. Administrators will begin notifying by way of "fan

out", in accordance with a round robin system of phone calling, with the purpose of notifying teachers of emergency information related to school closings. This phone "fan out" system will be provided in writing to each teacher at the onset of the school year.

- 9.15 The Employer shall make every reasonable effort to provide substitutes when needed. When the search for a substitute has been exhausted and regular classroom employees are requested to accept students from an unsupervised class, those employees (maximum of three (3)) accepting additional students will equally share on a pro-rata basis, the amount which normally would have been earned by the substitute teacher. A substitute teacher list will be developed at the beginning of the school year and updated periodically. It is understood that employees other than regular classroom teachers will not be used for the purposes specified in this subsection, unless it is not possible to obtain the services of regular classroom teachers. If, however, a situation arises where such non-regular classroom employees must be utilized, they will share equally on a pro-rata basis, the amount which normally would have been earned by a substitute teacher.
- 9.16 Those teachers who agree to provide lunchroom supervision at the high school or middle school shall receive the stipend as listed in Appendix B.

ARTICLE X

STUDENT DISCIPLINE

- 10.1 Building principals will render to employees assistance as necessary in the maintenance of good classroom management.
- 10.2 Employees will be provided with the Student Code of Conduct.
- 10.3 Employees may refer students to the administration when major breaches of discipline have occurred, as set forth in the respective Student Code of Conduct. In cases of referrals to the administration, the employee shall communicate to the administrator the reason for the referral indicating that previous corrective action has been taken by the employee, e.g., counselor referral, parental contact, after school work, work assignments, etc. In unusual cases, the employee may request that a student be kept out of his class until there has been time to confer with the principal, the student, and possibly the parents (normally twenty-four (24) hours). In such cases, the employee shall submit a written report outlining the major breach of discipline.
- 10.4 It is understood that disciplinary referrals and the judgment of the administrator will be utilized to resolve the problem. In any case, if the employee makes a written referral to the administrator, a written response will be returned to the teacher from the administrator.
- 10.5 A student who physically attacks an employee or threatens bodily harm shall be dealt with in a decisive manner up to or including expulsion.

- 10.6 A student who is a disciplinary problem for one employee may be reassigned to another employee. Students will not be permanently assigned to the library or media room for control purposes but may be temporarily assigned until the administration can make alternative arrangements.
- 10.7 Counselors shall not be used for control and supervision of students, except as teachers are so used. Counselors shall not be placed in a position where they are expected to deal with their counselees in a disciplinary role.
- 10.8 Identification of Exceptional Children. Employees shall be notified of any known special needs students (as per that student's IEPT/504) assigned to their classes. "Notification" shall be construed to include a review of the student's history and explanation of his condition and suggestions and/or requirements for meeting his needs. If any such child is under the care of a professional person or agency other than those employed by the school district, the principal shall, on request of the employees, seek such information and services which might improve the situation. Such information regarding a previously certified child shall be provided only with parental consent.

ARTICLE XI

INTERRUPTIONS OF THE INSTRUCTIONAL PROGRAM

- 11.1 In the beginning of every school year, ideally the building principal, Union representative, and/or an employee advisory committee should convene for the purpose of mutually ascertaining a building master plan for the year. Included in this master plan should be such things as student testing and other activities that involve students and faculty. The intent of this paragraph is to provide for adequate communication between the administration and the teachers. It must be understood that the final decision is to rest with the building administrators.
- 11.2 Whenever students are withdrawn from classes, every effort shall be made to contact the staff member/members of such action. A classroom teacher's intentions should be honored except where a need takes precedence.
- 11.3 Except in emergencies, the use of the public address system in school should be scheduled for times which are least disruptive to the teaching/learning process. Guidelines for usage of the PA involvement should be discussed at the building level and faculty meetings.
- 11.4 Inasmuch as possible, parent-employee conferences shall be made by appointment. In cases where a parent requests a meeting with the employee during classroom instruction time, the parent should be informed that other arrangements should be made. The administration will refrain from removing employees from class for these types of conferences, but conversely, the employee will make every effort to contact the parent by phone or have a face-to-face meeting as soon as possible on that same day or the following day.

- 11.5 Classroom observations by parents and other non-administrative personnel are encouraged with prior notification. Teachers shall maintain the right to delay visitation when student activities will be compromised by such visitation. If no mutual time can be agreed upon within forty-eight (48) hours, the administrator may schedule the observation.
- 11.6 The employees and each building principal shall meet at the beginning of the school year for the purposes of reducing the employees' responsibility for the collection and accounting of student fees or financial obligations.

ARTICLE XII

DESIGNATED ADMINISTRATOR

- 12.1 At all schools, the principal shall designate one teacher and one alternate for the year who will voluntarily assume administrative responsibilities as directed by the principal. If all administrators assigned to a building are scheduled to be absent from the District for a full day, a substitute shall be scheduled to relieve the designated teacher.
- 12.2 Administrative duties require a teacher to administer the building in a manner which is consistent with building and District policies, but the teacher shall not assume such administrative duties as evaluation of staff.

ARTICLE XIII

FILLING OF TEACHER POSITIONS/VACANCIES AND JOB BIDDING

(See Memorandum of Understanding)

The statements of this Article apply only to staff holding probationary or tenure contracts.

13.1 Definitions:

- A. Permanent Position Vacancy: Means any permanent vacancy in the bargaining unit resulting from termination, retirement, or newly created instructional positions.

Temporary Position Vacancy: Means any temporary open instructional position which is vacant as a result of any district approved leave of absence.

- C. Experimental or Pilot Position Vacancy: A "pilot" or "experimental" position as defined by Article 3.10 shall be filled by the bidding process as defined in Article 13.4. This selection process may take into consideration the applicant's qualifications such as professional preparation. These

positions shall be of no more than two (2) years in duration. At the end of this time period, the position shall be bid in accordance with the bid procedure and the affected employee will be placed as though returning from a leave. During periods of lay-off, experimental programs shall be eliminated if its continuation would result in the lay-off of more senior employees.

13.2 Subject to the provisions of Article XXII, permanent vacancies shall be bid according to the provisions as outlined in this Article. A staff bid has precedence over a voluntary transfer request.

13.3 Temporary vacancies shall be filled by the administration utilizing substitute teaching staff. When the temporary vacancy becomes longer than sixty (60) teacher working days, a replacement teacher contract shall be issued. Temporary vacancies and the use of substitutes is subject to the provisions of Article XXII (Benefits of Laid-Off Teachers). This provision may not be changed by Board Policy.

13.4 Procedure for Bidding Permanent Vacancies:

- A. New teachers shall not be hired to fill a permanent vacancy until the bid process has been completed.
- B. Teachers who were involuntarily transferred shall have a secured first claim to their former assignment/location should the same position become vacant. This claim shall be made via the bid process providing it is vacant within two (2) subsequent academic semesters.
- C. Permanent vacancies shall be bid via:

1. Notice of Vacant Positions During the School Academic Year

A notice of each open position shall be posted on the district website as well as in a prominent place, either in the teachers' lounge, workroom, in each building by the building representative or other union representatives. The building administrator and building representative will both initial and date any posting as being received. If interest in a posted open position is not expressed within ten (10) working days from posting, it shall be assumed there is no interest on the part of staff and the vacancy shall be filled as if this provision did not exist.

2. Notice of Open Positions During the Summer Months

Information regarding openings shall be available, as they occur, at the Board of Education office as well as on the district website. Interested teachers may obtain information directly on Friday, if convenient, or may request that information be mailed to a designated address as it becomes available. The Union shall also be notified of all such openings via registered mail. If no answer is

received within ten (10) calendar days from the date of mailing, it shall be assumed there is no interest on the part of staff and the open position shall be filled as if this provision did not exist.

3. Arena Bid Procedure

The arena bid procedure shall be used in the spring in order to fill vacancies due to retirements, resignations or added classes for the fall and to place those bargaining unit members whose position has either been eliminated or changed. Building administrators will determine their building assignments for the next school year and determine which staff members have been displaced. Based upon this information, a list of open positions and a list of displaced staff will be compiled. This list shall be posted district-wide for five (5) work days. Bargaining unit members must be present in order to bid or must send another bargaining unit member with a written proxy statement allowing the individual to act in his/her stead. At the arena bid any bargaining unit member who wishes to be considered for any of the posted vacancies or other vacancies which may result shall place their position up for bid. The displaced staff shall select a position by seniority. Then the remaining staff shall select a position by seniority. Staff members shall not be awarded a position if it would result in the layoff or involuntary transfer of a current bargaining unit member. Once the arena bid is completed any resulting vacancies shall be filled from outside the bargaining unit.

- D. Open positions shall be filled on the basis of qualifications first, then, all things being equal in the opinion of the administration, seniority shall prevail. Qualifications are defined as state certification with the original and added endorsements as well as meeting one of the definitions of "Highly Qualified" under the federal No Child Left Behind Act. The determination by the Superintendent to bypass the most senior employee shall be based on objectively ascertainable criteria and is subject to the grievance procedure.
- E. The Union and teachers who bid for the position shall be notified when a bid bargaining unit position has been filled by the administration.
- F. If the vacancy occurs after the official state of Michigan student count day, the vacancy shall be bid in accordance with section 13.4 C.1 above. Based upon the needs of the District and the best interests of the students, the Superintendent shall determine whether these changes in teacher positions occur immediately, at the beginning of the next marking period, at semester or for the following school year.

13.5 Special Certification Provisions. Notwithstanding the above, job bidders applying for positions in: Special Education, Vocational Education, Elementary Art, Music, and Physical Education, shall have specialized State Certificate endorsements to qualify for those positions, unless the district is operating on a curtailed program as

cited in Article XXII (22.5, C) in which case this special certification provision shall not apply for Elementary Art, Music, and Physical Education.

- 13.6 It is the responsibility of all teachers to insure that updated transcripts and added endorsements are currently on file at Central Office. Certification and Transcripts on file at the time of the bid shall be the only basis upon which bids will be considered. The Board shall not be obligated to consider claims to added endorsements unless an official state endorsement is on file at Central Office prior to the closing of any bid.

ARTICLE XIV

ASSIGNMENTS, SCHEDULES, TRANSFER REQUESTS, LOCATIONS

(See Memorandum of Understanding)

The statements of this Article apply only to staff holding Probationary or Continuing Tenure Contracts.

- 14.1 Definition of Terms to be used in conjunction with this Article:

- A. Assignments: Means general instructional areas for elementary (refer to 14.2); major/minor areas for secondary levels, or job functions, commensurate to original and added endorsements on the State of Michigan certificates for employees on file at Central Office.
- B. Teaching Schedules: Means specific subject areas at the secondary level or specific grade level assignments at elementary, study halls, classroom and/or duties associated with student control and supervision within a specific building.
- C. Location: Means a specific building or job function which involves more than one building.
- D. Voluntary Transfer: Means a teacher requested change of assignments, teaching schedule, or location.
- E. Involuntary Transfer: Means an administratively initiated change of assignments, teaching schedule, or location.

- 14.2 Regarding General Assignments:

- A. In making assignments, the Superintendent, or his designee will attempt to assign employees to locations and instructional areas (Developmental Kindergarten, Kindergarten, Lower Elementary, Upper Elementary, Split-Grade Level, Middle School, Senior High) that are best suited for both the employee, the students, and the needs of the District.

- B. Each employee, including special service personnel, will have assigned to him an area to serve as a center for the coordination and consolidation of his instructional activities.

14.3 Regarding Involuntary Transfers:

- A. Involuntary and difficult assignments, schedules, or location, shall be assigned on an equitable basis. Employees shall not normally be involuntarily transferred without their consent. In the event an involuntary transfer cannot be avoided, the employee shall be notified at least thirty (30) calendar days prior to the end of the semester of such anticipated change for the following semester. If the employee objects to the transfer, the reason why the change is necessary shall be given to the employee in writing and all possible alternatives explored. Under no circumstances shall the assignment, teaching schedule or location of the employee be changed to induce a new employee to accept employment in the District. When an involuntary transfer is necessary, employees will be consulted prior to the change.

Employees shall have the right to remain in their present assignments, teaching schedule, and location if they continue to exist, except as provided in Article XXII or Article XX, Section 2 (20.2).

- B. A program of assistance will be instituted for involuntarily assigned teachers upon request of the teacher. Such program of assistance will be to identify areas of deficiency and set forth specific criteria or guidelines for assistance. For a ninety (90) day period following such implementation of the program of assistance, the teacher will be periodically reviewed. The ninety (90) day period may be extended for an additional thirty (30) days upon agreement between the teacher and his administrator.

14.4 Regarding Voluntary Transfer of Assignments or Location:

Requests by a teacher for a specific transfer shall be made in writing to the Superintendent or his designee. The letter shall set forth the reasons for the requested transfer, and name the specific desires of the requesting party, citing the applicant's qualifications, certification and rationale for the request. In order to assure the active consideration of transfer requests for the following academic semester, all voluntary transfer requests must be filed and renewed in writing annually, between September 1 and June 1 of each academic year.

14.5 Regarding Teaching Schedules:

- A. The principal shall determine teaching schedules of employees assigned to him or her. The Superintendent, meeting with the principals, shall review the needs as expressed by each employee and shall attempt to comply with the collective request of the employees. Every reasonable effort shall be made to provide that:

1. Difficult and involuntary teaching schedules, assigned duties and supervision, are assigned on an equitable basis.
2. Teaching schedules and classroom locations are scheduled to meet the needs of individual staff as much as possible.

3. At the Elementary Level:

Teaching schedules or grade level assignments will not be changed without the consent of the teacher, except in the case of a split-grade assignment or schedule where two teachers are affected by the split change of schedule and/or assignment. If the assignment or teaching schedule cannot be resolved by the parties involved, seniority will be used to determine preference.

4. At the High School Level:

Teachers shall not be assigned a class within their teaching schedule for which they are not determined to be "Highly Qualified" in accordance with the No Child Left Behind Act or outside of their teaching certification majors/minors, or special endorsements in assignments that do not have "Highly Qualified" requirements. Should the "Highly Qualified" requirements be eliminated, the qualifications shall revert back to having a secondary teaching certificate and teaching within their major or minor.

5. At the Middle School Level:

Staff who bid/transfer as a result of layoff or those who request transfers to the Middle School must possess either:

- a. Secondary certification or Elementary certification and be "Highly Qualified" in accordance with the No Child Left Behind Act.
- b. Should the "Highly Qualified" requirements be eliminated, twelve (12) hours academic credit in the subject area to be taught except exploratory classes.
- c. In any year in which "Advisory" classes are implemented, all staff with the exception of counselors shall be assigned an "Advisory" class. Students shall be equitably distributed in all advisory classes.
- d. Exploratory classes are teacher developed and building administrator approved classes designed to enrich or supplement the curriculum.

14.6 Regarding Guides to Resolve Conflicts in Teaching Schedules:

- A. The following guides shall be used to resolve conflicts which may arise in regards to teaching schedules. Priority should be given to resolving the conflicts mutually:
1. If circumstances regarding teaching schedules are relatively equal in the opinion of the Superintendent, the decision shall be made on the basis of seniority.
 2. When an employee's request for consideration regarding his teaching schedule cannot be met, the teacher may request a written explanation for the denied request.

14.7 New Employees:

Teaching schedules for employees new to the District shall be determined by the principal in a manner which meets the needs of the instructional program in the building, the needs of the pupils involved, and the desires of the employees. In all instances, the training, qualifications, and experience of each teacher shall be used to maximum benefit of the pupils and the educational program in the District.

ARTICLE XV

EVALUATION

(See Memorandum of Understanding)

- 15.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.
- 15.2 Probationary teachers shall be observed for the purposes of formal evaluation at least two (2) times during the school year, a minimum of sixty (60) days apart unless a shorter interval is agreed to by the teacher and the evaluating administrator. Tenured teachers shall be formally evaluated at least once every three (3) years.
- 15.3. In accordance with the Teacher Tenure Act, each probationary teacher employed for at least one (1) full school year, and each tenured teacher who has received a less than satisfactory performance evaluation in accordance with Section 15.2, above, shall be provided with an Individualized Development Plan developed by appropriate administrative personnel in consultation with the Union and the individual teacher involved. A teacher covered by an Individual Development Plan shall have as a part of his or her formal evaluation an assessment of the teacher's progress in meeting the goals of that plan.

- 15.4 All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- 15.5 The evaluation conference shall be held within fifteen (15) work days after the final formal observation. All formal evaluations shall be reduced to writing and a copy given to the teacher either at the evaluation conference or by May 31 of each school year if follow-up is necessary to complete the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
- 15.5 Any complaint made against a teacher by any parent, student, or other person, will be promptly called to the attention of the teacher if said complaint is to be placed or retained in the teacher's personnel file.
- 15.7 Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for the purpose of clarifying the written evaluation report.
- 15.8 If an evaluator finds the teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve.
- 15.9 No observation shall unduly interfere with the normal teaching/learning process.
- 15.10 Any teacher who will be subject to a formal evaluation as set forth in this Article shall, prior to the first formal observation for that purpose, be informed that he/she will be formally evaluated. The teacher will, at that time, be given the opportunity to ask for a pre-evaluation conference, to be held between the teacher and the evaluator, prior to the first formal observation.
- 15.11 All staff shall be evaluated using evaluation instruments developed by a joint committee of administrators and teachers.
- 15.12 Any tool used to assist the administration in the evaluation process shall be shared with the staff prior to its use or implementation.

ARTICLE XVI

ADMINISTRATIVE OR SUPERVISORY VACANCIES

- 16.1 For the purpose of this Article, a vacancy shall mean an available administrative or supervisory position.

Notices of all such administrative or supervisory positions shall be prominently posted on the District website, and the Union shall be notified. During the time

when school is not in session, employees interested in obtaining information regarding administrative vacancies shall leave a valid e-mail address at the Board Office that will be used by the Employer to provide these employees with information regarding Administrative vacancies. If interest in a posted vacancy is not expressed within ten (10) working days after posting, in writing, it shall be assumed there is no interest on the part of the staff and the vacancy shall be filled as if this provision did not exist. Notice of such vacancy shall include academic and experience requirements, personal skills, responsibilities of the position and the date the position is to be open. The Superintendent will, in his sole discretion, determine which of the applicants will be given the job.

ARTICLE XVII

COMPENSATED EXTRA-CONTRACTUAL ACTIVITIES

17.1 Vacancies and compensated extra-contractual positions and coaching assignments other than those assigned at an hourly rate shall be filled in the following manner:

- A. Notice of coaching vacancy shall be posted electronically through the Wayne County RESA website. Coaching positions populated by non-bargaining unit members may be bid annually on the recommendation of the Athletic Director.
- B. Coach selection shall be based on qualification and minimum hiring requirements as established in the Administrative Guidelines 3120.08 with seniority used as a tie breaker. Qualifications shall be defined as follows:
 - 1. Formal preparation in the activity.
 - 2. Performance in the supervision of the activity.
 - 3. Experience in the participation of the activity.
 - 4. Ability to work with students in said activity.

If the above qualifications are relatively equal in the opinion of the Superintendent, priority will be given to the person with the most years of service in the school system.

17.2 If a coach has been in a specific position for at least the most recent five (5) consecutive seasons, the coach may, upon application and board approval through the Superintendent, one (1) month prior to the commencement of practice for the following season, receive a one (1) year leave from coaching that sport, with a right to return thereto, provided that if the coach does not return to that position for the following season, the coach shall relinquish his or her right thereto. The position for the year of the coach's leave shall be filled on a one-year basis, with no right to continued assignment by the interim coach.

- 17.3 The administration shall offer training for certification or renewal of certification in CPR, first aid and any other Board policy required training of the district coaching staff during school orientation days or during the time between seasons when there are no scheduled games.
- 17.4 Extra-contractual positions included in Subsections II, III, IV and V of Schedule B will be posted in the buildings when staff return in the fall.

ARTICLE XVIII

CURRICULUM DEVELOPMENT AND IMPLEMENTATION

- 18.1 The Superintendent shall establish and direct a joint curriculum committee consisting of Administrators, teachers representing the four levels of instruction: early elementary, upper elementary, middle school and senior high school. Selection of teacher representatives shall be made by the Superintendent with the assistance of a GEA representative. This Committee will review existing curricular and special service programs and report directly to the Superintendent.
- 18.2 When appropriate, representative sub-committees shall be formulated to address a specific charge as outlined by the Superintendent. Charges may include:
- A. Assessment of current programs
 - B. Anticipation of future needs
 - C. Expansion of program
 - D. Textbook adoption; and
 - E. Coordination and implementation of in-service training.
- 18.3 The District will provide substitutes, as may be appropriate, when the joint curriculum committee is required to meet during the regular school day.
- 18.4 The conditions which follow shall govern the participation of teachers on School Improvement Committees required by Public Act 25. This currently would include the Individual School Improvement Committees/NCA chairpersons from each building and the District School Improvement Committee.
- A. This Agreement shall not be modified in connection with the implementation of the School Improvement Committee/NCA Committee recommendations except as mutually agreed in writing by the Union and Board. The Committees are free to address topics affecting school programs, but shall not address salaries, benefits or teacher performance or in any way nullify the collective bargaining agreement.

- B. Participation in School Improvement Committees/NCA Committees shall be voluntary. The number of teachers on each School Improvement Committee as well as the number of NCA chairpersons shall be established by the District and communicated to the GEA.
- C. The decision to volunteer to serve on, or not serve on, a School Improvement Committee/NCA Committee shall not be considered in the evaluation, assignment, discipline or discharge of any teacher.
- D. Time served by teachers on District or Building School Improvement/NCA Committees at meetings (at the full-building or full-District level) shall be treated as follows:
 - 1. A stipend of one hundred dollars (\$100.00) will be paid for every three (3) meetings attended during the school year outside of the normal teacher work day
 - 2. School business days will be provided for the committee members attending School Improvement Committee/NCA meetings held by the District during the normal school day.

18.5 The contents of student portfolios, as set forth by applicable law, shall be the primary responsibility of each student, subject to input and oversight by teachers, as appropriate.

ARTICLE XIX

DISTRICT SENIORITY

- 19.1 The responsibility of establishing and maintaining a district-wide seniority list will be that of the Union. The Employer shall provide information to the Union regarding losses and additions to the staff. The seniority list maintained by the Union with the Employer inputs specified above will provide the basis upon which any and all decisions regarding the seniority of any employee will be based.
- 19.2 Leaves of absence with or without pay and absences due to layoff are not to be considered a break in service. Seniority will accrue during leaves of absence with pay, and the periods of layoff, but only for purposes of promotion, transfer, layoff and recall. If during a period of layoff, new certification occurs, the teacher may exercise seniority within the new certification to bump into the unit only at the commencement of the following school year.

The Memorandum of Agreement entered into between the Union, SAGSD, and the District as it relates to the utilization of past seniority credits shall be controlling and incorporated into Appendix G.

Subsequent to October 28, 1980, Replacement Teachers will obtain seniority when the teacher is given a permanent contract. In addition, those teachers who receive

their first permanent contract in or after the 1981-82 school year will receive the incremental step for all years as a replacement teacher in the Gibraltar School District.

19.3 In the event of conflicts originating between teachers at the district level due to identical seniority dates, the following shall be the ranking priorities:

- A. Date of formal Board approval to hire.
- B. Should the same date prevail, ranking shall occur by the last four digits of the respective Social Security numbers, the one with the higher number being given a higher seniority rank. For example:

Teacher No. 1 9-1-59 SS #367-20-6000

Teacher No. 2 9-1-59 SS #358-30-5999

ARTICLE XX

CLASS SIZE

20.1 The following minimum and maximum numbers will be used to assign teachers to classes. Classes will be equalized on a building basis.

	<u>Minimum</u>	<u>Maximum</u>
K-3	21	27
4	26	30
5	26	32
6	26	33
7-12*	Not to exceed 35 per section with operation teacher load of 199 when on a six (6) period per day teaching schedule.	

* Physical Education maximum – 47

*Except: instrumental music, and vocal music.

*All middle school and high school English classes whose purpose is the teaching of composition skills shall not exceed 33 pupils.

*In the following classes, the number of pupils shall not exceed the number of work stations: Science, Industrial Arts, Drafting, and Computer. The teacher's work area is not a student "work station" for this section.

20.2 On the first Monday in October, the Superintendent shall meet with the Union President to determine if classes are within the minimum and maximum, as set forth in 20.1 above, throughout the District, and equalized within a building. In grades 6-12, similar course selections will be equalized whenever feasible. To meet these criteria, the Board may utilize alternatives such as, but not limited to, the following to achieve mandatory district-wide maximums:

- A. Reassignment of homeroom class sections to school buildings where space is available or to adequate rented facilities.
- B. Transportation of individual students to buildings where space is available in existing homeroom class sections.
- C. Rescheduling of the school program day to permit more efficient utilization of plant, provided the duty day of teachers affected is not increased thereby and conference time as outlined in Paragraph 9.4 is provided.
- D. Employment of overload teachers.
- E. Employment of teacher aides for use in overcrowded homeroom class sections, if requested by the teacher and the principal concerned.
- F. Split-grade classes.
- G. Changes in teaching schedules may be made to facilitate equalizing class size, upon agreement of the Union.

20.3 Elementary splits shall not exceed 25 per class in grades K-3 and 28 per class in grades 4-5.

20.4 A. In the event the Board determines not to hire additional teachers for the purpose of implementing the class size language in Article 20.1 due to financial difficulties, and finds it necessary to exceed the K-5 class size limits in Article 20.1, it is agreed that the elementary teacher affected shall be paid for the overage in the following manner:

- 1. One student over the maximum equals \$150.00 per marking period.
- 2. Two students over the maximum equal \$350.00 per marking period.
- 3. Three students over the maximum equal \$550.00 per marking period.
- 4. Mainstreamed students in the regular classroom over the maximum will be pro-rated by hour at \$200.00 per student per marking period, not to exceed three (3) full-time equivalent students.

In no case will any elementary class size be exceeded by more than three students over the stated maximums.

- B. In the event the Board determines not to hire additional teachers for the purpose of implementing class size language in Article 20-1 due to financial difficulties, and finds it necessary to exceed the 6-12 class size limits in Article 20.1, it is agreed that the secondary teacher affected shall be paid in the following manner:

70 Minute Class Periods:

1. One student over the maximum equals \$38.00 per class period per marking period.
2. Two students over the maximum equals \$89.00 per class period per marking period.
3. Three students over the maximum equals \$140.00 per class period per marking period.

55 Minute Class Periods:

1. One student over the maximum equals \$30.00 per class period per marking period.
2. Two students over the maximum equal \$70.00 per class period per marking period.
3. Three students over the maximum equal \$110.00 per class period per marking period.

50 Minute Class Periods:

1. One student over the maximum equals \$27.00 per class period per marking period.
2. Two students over the maximum equal \$64.00 per class period per marking period.
3. Three students over the maximum equal \$100.00 per class period per marking period.

45 Minute Class Periods:

1. One student over the maximum equals \$25.00 per class period per marking period.
2. Two students over the maximum equal \$58.00 per class period per marking period.
3. Three students over the maximum equal \$92.00 per class period per marking period.

In no case will any secondary class size be exceeded by more than three students over the stated maximums.

- C. The class size stipends shall be paid when the average occurs for at least sixty-seven (67%) of the marking period.

When the marking periods exceed more than four (4) periods per year due to configuration of the school schedule, there will be four (4) quarterly payments made for the class size stipends.

- 20.5 The District and the GEA shall, at the request of either party, meet to bargain with regard to alternative class size arrangements and accommodations, including the use of lecture structures, toward dealing with both educational goals and the financial interests of the District.
- 20.6 In scheduling art, vocal music, instrumental music or physical education classes at the elementary schools, if the District combines portions of two (2) classrooms during one special class period and the total of students exceeds forty (40), the affected special teacher shall receive a stipend of \$200.00 per marking period.
- 20.7 The District agrees to abide by state-mandated special education caseload language including the approved waivers. The Special Education Caseload Language appears as Appendix I of the Collective Bargaining Agreement and is subject to change due to state mandates.

ARTICLE XXI

SCHOOL FACILITIES

- 21.1 Within the limits of its available resources, the Board shall strive to provide the following to the extent feasible:
 - A. All Art, Music, and Physical Education classes shall be provided with adequate storage space, supplies, and equipment.
 - B. All schools shall provide a library equipped with adequate storage space, materials, and equipment. Development of libraries in each school shall be guided by the standards proposed by the American Library Association.
 - C. Each teacher shall be provided a personal desk, filing cabinet, shelving, and closet space.
 - D. Lunch room, lounge/workroom, and lavatory facilities shall be provided exclusively for staff use in all schools. Such facilities shall be as comfortable as practical with appropriate furniture for relaxation and work.
 - E. Adequate parking to be provided for each teacher at each school.

- F. A telephone shall be made available for teacher use in the conduct of professional business and controls shall be established which assure against abuse of such telephone use. Such telephone shall be located in the lounge rooms or in other areas appropriate for the conduct of professional business.
- G. Adequate, functioning audio-visual equipment shall be provided at all schools to meet the needs of the curriculum and to keep pace with advancing technology.
- H. Adequate secretarial help, to assist with clerical work of special staff members such as counselors, librarians, diagnosticians, and school social workers.
- I. One computer with printer and duplicating/copy machine shall be provided for teacher use in each building. In the small schools, the office area of the building may be designated for the location of the computer provided secretarial service schedules do not interfere.
- J. Adequate supplementary instructional material shall be provided at each of the several elementary buildings to afford equal opportunity for the varying range of abilities of pupils to be served.
- K. Holding facilities shall be designated at each building to assure the well-being and security of students who need to be sent home or to an emergency hospital facility. Normally, such facility would consist of a cot, a blanket, and a designated area away from draft, excessive noise and routine activity. Consideration shall be given to assure direct supervision of such students by adults.
- L. All school building facilities and equipment shall be reasonably in proper working condition.
- M. All school buildings shall have adequate heating, cooling, and air quality mechanical systems.

21.2 For new school facilities planned and undertaken, the Board shall make every effort to keep the teacher informed and shall seek to actively engage teachers in the determination of the construction and equipage of such buildings.

21.3 The Board further agrees to consult with the Union on the implementation of this provision, solicit its recommendations, and make reasonable efforts to follow teacher recommendations.

ARTICLE XXII

REDUCTIONS OF PERSONNEL

(See Memorandum of Understanding)

- 22.1 In the event that a professional staff reduction becomes necessary due to lack of finances, a decrease in student enrollment or program reduction, the criteria and procedure set forth in this Article only shall apply.
- 22.2 Recognizing the unpredictability of millage elections, state aid, enrollment, and other factors, the Board agrees to discuss with the Union the possibility of a reduction of certified staff at the earliest possible date. At this time, the Union will be provided with the reasons leading to this decision. At least thirty (30) calendar days prior to the reduction of personnel, teachers whose jobs are in jeopardy shall be notified of layoff in writing.
- 22.3 Within four (4) months after commencement of the school year, a joint committee of Union appointed employees and administrative personnel (not to exceed six (6) members) shall review the factors (set forth in paragraph 22.4) of each employee and establish a "layoff list" ranking for all teachers in the District.
- 22.4 If staff reduction is to be effectuated, the following procedure will be utilized:
- A. Employees not holding regular Michigan Provisional, continuing, or qualified certificates will be laid off first.
 - B. If reduction is still necessary, then temporary employees (i.e. replacement employees) will be laid off provided there are fully qualified, fully certificated employees to replace and perform all of the needed duties of the laid-off employees.
 - C. If the reduction is still necessary, then probationary employees with the least number of continuous years of teaching in the Gibraltar School District will be laid off first, provided there are remaining fully qualified, fully certificated employees to replace and perform all the needed duties of the laid-off employees.
 - D. If further reduction is still necessary, then tenured employees with the least number of years of continuous teaching experience in the Gibraltar School District will be laid off first, provided there are remaining fully qualified, fully certificated employees to replace and perform all the needed duties of the laid-off employees.
- 22.5 Fully qualified and fully certificated employees shall be defined in the consideration of the following factors:
- A. Length of continuous service.
 - B. Certification.

- C. Special certification when required by the Board or State Law, such as Special Education, Vocational Education, and Art, Music, and Physical Education at the elementary level when those programs are provided separate from the regular classroom. If staff positions represented by this bargaining unit are reduced within a one (1) year period, commencing September 1 and ending August 31, in excess of 10%, this special certification clause, as it applies to Art, Music, and Physical Education shall not be used as a criteria in determining the order of layoff.

22.6 Benefits for laid-off employees:

- A. An employee who has been laid off because of staff reduction shall, if he desires, have priority on the substitute list according to seniority.
- B. Provisions for early retirement shall be made for the employee who may wish to do so, providing there is not conflict with established state retirement policies.
- C. Leaves of absence will be granted by the Board upon written request when reduction of staff is necessary in compliance with the Leaves of Absence Article if the employee is otherwise eligible for a leave of absence.
- D. During said reduction such reduced employees shall receive no insurance benefits at the Board expense. Laid-off employees may elect to continue insurance benefits, if available, at their own expense, in accordance with the rules of the underwriter. If the underwriter's rules do not permit, COBRA rights shall apply.

22.7 Released teachers will be recalled or reinstated in the reverse order of the release, except that when the layoff is in excess of ninety (90) days and the Board reinstates the special programs for Art, Music, and Physical Education, the special certification of an employee in these instances shall be a requirement for recall. When a vacancy occurs at a time other than the beginning of a semester, it shall be treated as a temporary opening and filled by the recall of the most senior, qualified, laid-off staff member for the balance of the semester. If this is not possible, then involuntary transfers shall be made to recall the most senior laid-off teacher. No loss of experience factor or tenure granted by the District shall occur.

22.8 Notice of recall shall be sent to the laid-off employee's last known address by registered or certified mail, along with a contract offer. If the employee fails to return the contract within ten (10) calendar days of receipt of the recall notice and contract, the employee shall be considered voluntarily terminated. It is the employee's responsibility to keep the Board informed of any change in his address.

22.9 The employees' individual employment contracts are hereby made expressly subject to these provisions.

ARTICLE XXIII

LEAVES OF ABSENCE

23.1 Leaves of Absence With Pay

A. Sabbatical Leave. Sabbatical Leaves may be granted to members of the professional staff, subject to approval of the Board of Education, upon the recommendation of the Superintendent. A Sabbatical Leave of one-half (1/2) year with full pay and increment or one (1) year at one-half (1/2) pay and increment may be granted for the purpose of advanced study or travel. A maximum of three (3) members of the bargaining unit may be granted such leaves per year (if applied for) on a seniority basis after seven (7) years of continuous service. A staff member on Sabbatical Leave shall receive an allowance of five (5) leave days. At the expiration of the Sabbatical Leave, the teacher shall be restored to his position or to a position of like nature, seniority, status, and pay. A teacher shall agree in writing that he will remain in the service of the Gibraltar School District for a period of two (2) years after the expiration of such leave.

B. Absence, Educational Study Days

1. Absence Days

Commencing with the 2013-14 school year, at the beginning of every school year, each teacher will be credited with twelve (12) days to be used for teacher's absence (personal day or personal illness including pregnancy disability or personal injury). Medical documentation may be required for absences of more than three (3) consecutive days or those immediately prior to or after a holiday recess break. Absences of up to 3 days in succession may be granted in advance by the Superintendent providing that they are not immediately prior to or after a holiday.

Any unused Absence Days within the school year will accumulate in an extended sick leave bank, up to a maximum of 60 days and may only be used for personal illness or injury.

2. Curriculum Study Day

At the beginning of each school year, each teacher shall be credited with one (1) day which may be used for curriculum study. This day shall be granted at the teacher's request. Other curriculum study days may be approved by the Superintendent or his designee.

3. School Business Days

Any day a teacher is engaged in (Board approved) professional activity or business, he shall not be regarded as absent even though

such activity or business might require the teacher's presence in a place other than that of his regular assignment.

The following items may be considered examples, and include but are not limited to:

- a. Attendance at institutes.
 - b. Serving on educational committees or commissions, such as those established by the Legislature or State Department of Public Instruction.
 - c. Visiting days to other schools or school-sponsored trips.
4. Reasonable notice of any leave must be given the building principal.
 5. Any additional absences shall be subject to the approval of the Superintendent at either full or partial pay.

- C. Funeral Leave. Absence occasioned by attendance at a funeral in the immediate family shall not be construed as sick leave. Leave for funerals of the immediate family shall be allowed at full pay for up to five (5) days. Any extension beyond these time limits shall be deducted from Absence days. Funerals for someone other than immediate family members shall be deducted from Absence days. An individual teacher's alleged abuse, if any, of such leave shall be subject to review by the Employer.

Definition of the immediate family: The immediate family includes: Spouse, children, stepchildren, parents, mother-in-law, father-in-law, stepparents, grandparents, grandparents-in-law, step grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, step brother, step sister, legal guardian or any dependent living in the household of the teacher. In the matter of in-laws or step family members, this refers to current only.

- D. Absence Days and Extended Sick Leave:

1. Teachers shall be covered by an income protection insurance policy for the remainder of their sick leave benefits. See Appendix C, Section E.
2. Teachers shall accumulate unused Absence days. These days shall accumulate up to a maximum of sixty (60) days.
3. Teachers may sell back any of their accumulated days in excess of thirty (30) at one-half of that year's base rate for non-certified substitute teachers, provided notification is given to the business office by May 15 of that year. Payments shall be made no later than June 30.

4. If an Absence day has been scheduled on an Act of God Day, the Absence day shall not be deducted from the individual's bank of days, except for those members who are on long term leaves including FMLA leaves. They will be charged the day.

E. Pregnancy Disability

A pregnancy resulting in a disability shall be treated in the same manner as any other disability as set forth in Article XXIII Sections B.1. and D above.

F. Jury Duty and Court Appearance Leave

1. All school employees who are called to jury duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the court to defer jury duty whenever possible to the summer months when children are not regularly enrolled; the Superintendent or his designees will confirm and support such requests, when necessary.

Employees who cannot obtain a deferment or whose employment extends through the summer months shall be released for jury duty. Such employees shall receive the difference between their regular daily salary and pay received for jury duty.

2. A required court and/or administrative agency (hereinafter called Tribunal) appearance is defined as serving as a witness in any case arising out of or during the course of employment with the Board. The Board agrees to pay the teacher his regular contractual salary rate for these required Tribunal appearances and the teacher, in turn, agrees to forward to the Board any fees received for serving as a Tribunal witness. Should the teacher not forward to the Board (Personnel Office) such fees for serving as a witness, then a like amount will be withheld from his annual contract.

A required Tribunal appearance in a case not arising out of or during the course of employment with the Board where the teacher has a vested interest will be without pay, or personal days may be used provided the teacher has personal days. Vested interest shall be defined as any litigation which has been initiated by the teacher, his agent, or members of his family or any litigation which has been initiated against the teacher, his agent, or members of his family, stand to gain or lose money, property or standing.

A required Tribunal appearance in a case where the teacher is a subpoenaed witness to a criminal act shall be considered as a case wherein the teacher has no vested interest.

23.2 Leaves of Absence Without Pay

The Board, through the Administration, shall grant leave requests on a school semester or annual school year basis only (unless specified differently) for the purposes of:

A. Work Experience Leaves:

Leave without pay and benefits but with increment shall be granted for work experience directed by the Board.

B. Other Unspecified Leaves:

Other unpaid leaves without pay, benefits, or increment may be granted only at Board discretion.

C. Care of Sick Members of the Immediate Family:

(Refer 23.1, C) Leave without pay, but with benefits as provided under the Family Medical Leave Act and with increment shall be granted for one semester, or the remainder of the semester at the time the leave is requested. A second semester extension leave will be granted, if requested, according to the provisions as outlined in Paragraph 23.5 A; however no increment shall be granted for this additional leave.

D. Military Service:

See State of Michigan General School Laws No. 388.421 and 388.422.

E. Maternity Leave:

The rights of a pregnant employee shall be defined in the Civil Rights Act of 1964, as amended, and all benefits to and obligations of a pregnant employee as required by law shall be applicable.

1. The pregnant employee shall be permitted a maternity leave of absence for the duration of the pregnancy.
2. A maternity leave of absence must be requested, in writing.
3. The return to duty from leave shall be as set forth in paragraph 23.5. Upon return, a physician's statement shall be provided.

F. Child Care Leave

1. Child Care Leave, when requested during a pregnancy disability leave, shall be granted with benefits as stipulated in Article 23.3 for the remainder of the semester at the time the leave is requested or the remainder of the Family Medical Leave, whichever is longer. The Superintendent may grant additional time not to exceed two (2)

consecutive semesters without benefits. A third semester without benefits may be granted in order for the leave to end at the end of a school year.

2. Child Care Leaves, other than those requested while on a Pregnancy Disability Leave, must be submitted to the Superintendent for approval. If granted, this leave shall be without pay or benefits. Such leave shall be up to one (1) year in duration.
3. A Child Care Leave of up to one (1) year with benefits, may be granted by the Superintendent for a bargaining unit member to care for a medically documented seriously ill child.

23.3 Teachers on Maternity and Child Care Leave, as approved by the Board, shall be eligible to receive full hospitalization and term life insurance upon request for up to one (1) semester, regardless of whether their building is following a semester or trimester schedule. Beyond the one semester, teachers may select continuation of their hospitalization coverage as required by the Family and Medical Leave Act and the COBRA.

23.4 Personal Leaves:

- A. Teachers attaining ten (10) or more years seniority of working service in the Gibraltar School District shall be eligible for a one-time-personal leave for one (1) school year (September through June). Eligible staff shall notify the administration via written application no later than June 1 of each year of the personal leave intent. While on this leave, staff receives no wages, increment step, Board paid benefits, but does accrue seniority. The Board shall not be obligated to release more than five (5) staff per year, seniority requests prevailing.
- B. Teachers on any leave may continue group benefits, when not paid by the Board, subject to terms of the insurance carriers, provided benefit costs are paid by the employee.

23.5 Return to Duty From Leaves to Any Position

- A. The granting of a leave of absence shall constitute an automatic guarantee that the teacher, if he desires, shall be re-employed upon termination of his leave. An extension of a leave of absence must be requested in writing at least thirty (30) working days before the termination of the leave for a semester return or at least sixty (60) days before September 1 of the ensuing school year. If no extension of a leave is granted and the employee does not return to work, the employee's removal and termination of employment becomes automatic.

B. Return to Duty From Leaves of Thirty (30) Days or Less

Teachers on an approved leave of absence (paid or unpaid) of thirty (30) work days or less, or absences covered by the sick leave provision shall be returned to their regular positions.

C. Return to Duty From Leaves of Thirty (30) Days or More

Upon return from any approved leave of more than thirty (30) work days, the Board shall return the teacher to his teaching position or a position of like nature.

At the time a leave is requested, the teacher will specify the return to work starting date to coincide with the semester break, or the start of the ensuing year, whichever is applicable. By mutual agreement of the parties, leaves may be terminated at times other than the dates specified.

- D. Leave Termination. If the teacher on leave enters into a contract for any other employment position without Board approval, his leave will be automatically terminated and his employment rights with the District shall terminate.

23.6 Family and Medical Leave Act Leaves

- A. The above leave provision shall be applied in a manner consistent with the Family and Medical Leave Act, and employees requesting and eligible for leaves subject to that Act shall be granted leaves in accordance with the above provisions, if applicable, or the Act if the Act provides greater benefits or rights to the employee. The rights and benefits available under the FMLA are described in Appendix I.
- B. The twelve (12) weeks of leave per year allowed to eligible employees under that Act shall be based on the year immediately preceding the first day of the anticipated leave.
- C. The District may elect to apply the restrictions applicable to leaves for instructional employees near the end of a school term with regard to any leave allowable under the FMLA, in accordance with the FMLA.

ARTICLE XXIV

MEDICAL EXAMINATIONS

- 24.1 The Board agrees to pay any amount not covered by the member's health care insurance for Board required medical examinations, inoculations, evaluations or tests performed by a mutually agreed to physician or facility. The Board further agrees to notify the Union President prior to any such required medical examinations

ARTICLE XXV

RETIREMENT OF TEACHERS

- 25.1 Employees who reach retirement age, who have served the District successfully for the specified service period schedule cited below, shall have such service recognized by a lump sum payment at retirement for:
- 1-15 years service = \$35.00 per year
- 16-24 years service = \$60.00 per year
- 25+ years service = \$80.00 per year
- 25.2 Employees who elect to retire from teaching at age fifty-five (55) or older and have at least twenty (20) years of service with the Gibraltar School District shall receive a one time retirement payment of \$3,000 in lieu of the provisions in 25.1.
- 25.3 Staff who reach retirement age shall be entitled to continue with group coverage plans in effect at the age of retirement subject to provisions of the insurance carriers, provided the cost of continuing such plans will be paid by the retiring employee.
- 25.4 \$1,000 bonus shall be paid to any employee who provides the District with notice one year prior to retiring.

ARTICLE XXVI

SHARED STAFFING

- 26.1 Bargaining unit members shall have the opportunity to participate in shared staffing provided the requirements stated in this article are met, subject to the approval of the Superintendent or his designee. One full health care insurance package shall be provided per job sharing team as determined and approved by Board action. Therefore, the district will only pay for one dental/vision/LTD/life insurance package per job sharing team. The second dental/vision package and any other insurance expense costing the district more than one full-time package will be the responsibility of the job share team. If both team members take cash in lieu, it shall be available on a prorated basis. Participants will accrue full seniority but only accrue one semester of credit on the salary schedule for each year of participation.
- 26.2 Procedure/Regulations:
- A. To be eligible, both team members must have attained tenure, has five (5) years of work experience as a GEA member in the district and agree to the program for a full year.

- B. The particular position to be filled shall be the position of one of the team members and shall be decided by the job sharing team.
- C. If the job sharing team program is disbanded at the end of the year, then the position goes to the most senior team member. The less senior team member is placed as though returning from a leave of thirty (30) days or more. (See 23.5.C)
- D. Employees who wish to participate in this program shall notify the Superintendent no later than April 1 of the school year preceding the implementation of the plan. The team must also provide a plan for sharing the assignment. The plan shall include but not be limited to the following: team members; when each team member will teach; how the curriculum will be divided; when joint planning will take place; how various duties will be handled such as teacher meetings, marking periods, etc; how parent/teacher conferences will be handled; as well as division of benefits. The plan must be approved by the Superintendent or his designee.

If a current job sharing team wishes to continue in the program, they must resubmit a written plan to the Superintendent no later than April 1.

- E. If a team member leaves for any reason before the end of the school year, the remaining team member will have the option of returning to the position full time for the duration of the absence or the teacher on leave will be replaced with a qualified substitute.
- F. The denial of approval of a job sharing team is not grievable.

26.3 Participation in this program shall not be permitted if such participation causes an otherwise uninvolved person to be involuntarily transferred. This is not a waiver of Article XXII.

26.4 The total number of shared staffing teams shall limited to one (1) per building.

26.5 The following configurations are provided as examples only:

- A. Kindergarten – morning/afternoon
- B. First – fifth grade classrooms – Morning/afternoon – must be subject consistent.
- C. Middle School/High School – first – third hours/fourth – sixth hours or by semester
- D. Special Education – Same configuration as the grade level listed above
- E. Elementary Art, Music, Physical Education – morning/afternoon or any manner which assures that the same teacher sees the same group of students.

ARTICLE XXVII

MENTOR ASSIGNMENTS

- 27.1 In accordance with the Michigan School Code, each teacher, during his or her first three (3) years of employment as a classroom teacher in the District, shall be assigned at least one mentor. To the extent feasible, the mentor(s) shall retain that role for at least an entire school year, and preferably for the teacher's first three years of employment.
- A. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial manner.
 - B. At least once a year, the administration will provide the mentor and probationary teacher with a general overview of the mentor's duties and the objectives of mentorship.
 - C. The mentor will not evaluate the new teacher, nor have any involvement in the evaluation process.
 - D. All mentor teachers agree to attend regular mentor meetings that are arranged and planned through the Gibraltar School District Mentor coordinator with one (1) weeks prior notice. The mentor teacher also agrees to support the District's Mentor Program and serves as a resource person to his/her mentee in terms of following the District's Mentor Program.
- 27.2 The District shall assign a person to serve as a mentor in accordance with the following:
- A. Participation as a mentor shall be voluntary.
 - B. The Mentor shall be a tenured member of the bargaining unit, when possible.
 - C. If there are no qualified volunteers within the building and/or district, then the principal may assign a qualified person to serve as mentor.
- 27.3 To the extent feasible, the probationary teacher and his or her mentor shall have at least one common preparation period, or lunch period, per week.
- 27.4 Upon request, the building administrator shall provide release time as needed to the probationary teacher to observe other classrooms.
- 27.5 Mentors assigned to probationary teachers under this Article shall receive stipends as follows:

- A. For mentoring a probationary teacher during said teacher's first year of employment as a probationary teacher, the mentor shall receive \$500.00 after the successful completion of the school year.
- B. For mentoring a probationary teacher during said teacher's second and third years of employment as a probationary teacher, the mentor shall receive \$250.00 at the successful completion of each year.
- C. If the mentor does not complete the full year, stipend will be prorated.

Appendix A
Gibraltar School District
2013-2014 Calendar

Professional Development Day	Aug. 26, 27, & 28
Teacher Work Day (HS 1/3PD; 2/3 TWD)	*Aug. 29 FLEX
No school	Aug. 30, Sep 2
1st Day Students (el students am, pm el/ms teacher PD) CHS full day students	Sep. 3
MS Conferences (1/2 day students)	Oct 24 & 25
PD - no students	Nov. 5
CHS - 1 exam (2/3 PD - no students)	Nov. 25
CHS - 2 exams (2/3 day students, 1/3 TWD)	Nov. 26 & 27
El/MS - end of trimester. (students am, TWD pm)	Nov. 27
Thanksgiving Recess - no school	Nov. 28 & 29
School resumes	Dec. 2
El - am students, pm parent/teacher conferences	Dec. 5 & 6
1/2 day students and teachers - winter holiday begins pm	Dec. 20
Winter recess	Dec. 20 to Jan. 5
School resumes	Jan. 6
No school (NO STUDENTS, NO STAFF)	Jan. 20
PD - El/MS - no students (SCHOOL FOR EVERYONE)	Feb. 14
Mid winter break - no students	Feb. 17
School resumes	Feb. 18
CHS ACT Test - Jrs only (pm PD)	Mar. 4
CHS MME Test - Jrs only am, all students pm	Mar. 5 & 6
El/MS - end of trimester - no students. (PD am, TWD pm)	Mar. 7
CHS - 1 exam (2/3 PD - no students)	Mar. 10
CHS - 2 exams (2/3 day students, 1/3 TWD)	Mar. 11 & 12
CHS - end of trimester	Mar. 12
Spring Break - no school	Apr. 18 - 25
School resumes	Apr. 28
NO SCHOOL - EL/MS PD	May-13
Memorial Day - no school	May. 26
School resumes	May. 27
CHS - 1 exam (2/3 PD - no students)	Jun. 4
CHS - 2 exams (2/3 day students, 1/3 TWD)	Jun. 5 & 6
El/MS - end of trimester. (students am, TWD pm)	Jun. 6

*Staff may complete the Teacher Work Day either on August 29 or sometime during the week prior with principal approval.

Student Days - 173, 173, 171.98

Teacher Days - 2.5, 2.5, 2.98

PD Days - 6, 6, 6.15

Total Days - 180.5, 180.5, 180.11

APPENDIX B

COMPENSATION & PROVISIONS FOR COACHING ASSIGNMENTS

- A. When appointed by the Board, coaches shall be required to sign a supplemental contract, which may be reviewed annually.
- B. No later than one (1) month after completion of a given coaching assignment, the Athletic Director will give the coach a written evaluation of his job performance covering all aspects of the coaching assignment.
1. If the coach's performance has been satisfactory, he shall be reassured of the Athletic Director's recommendation for re-employment to the same or higher coaching position in that sport for the following school year.
 2. If the coach's performance has been lacking, he shall be notified in writing of:
 - a. The rationale for the administrative position not to recommend the coach for rehire and to secure a more qualified replacement for the following school year.
 - b. It is understood that coaches shall be denied reappointment only for just cause resulting from job performance. The won/lost record is not to be considered in such determination.
 3. The Athletic Director shall prepare a form, statement for signature and date, by the coach, on which the coach shall indicate his desire to continue in the coaching position, his intent to resign, or his intent to challenge the recommendation of the Athletic Director within thirty (30) calendar days after receiving the written evaluation.
 - a. Appeals by the coach shall be made via the grievance procedure.
- C. All non-varsity coaching positions/vacancies shall be filled first from qualified members of the bargaining unit. Coaching applicants shall be expected to meet the criteria for coaching as outlined in the Athletic Code for Coaches (M.H.S.A.A. Rules and Regulations) as well as those items cited on the bid. When a coach advances to administrative ranks, his coaching position will be bid as a vacancy. Should no qualified replacement be available, the administrator may retain the coaching position. Administrators may bid on vacant positions after members of the bargaining unit have had an opportunity to bid for vacant positions, subject to provisions of Article XVII, 17.2
- D. All Schedule B sponsors at the high school or middle school other than coaches and seasonal activities shall be paid at the end of each trimester. Coaches and other seasonal sponsors shall be paid no later than two (2) pay periods after the end of the season and all required paperwork has been turned in to the appropriate administrator. All elementary stipends shall be paid at the end of the school year.

Salaries in this Appendix shall be determined by multiplying the applicable year's BA Base for the first semester times the listed percentage. For those activities listed with a dollar amount stipend, it will be paid as listed.

Classification:

I. Sporting Events

A. Football, B/G Basketball, Baseball, Wrestling, Softball, Hockey

1.	Head Coach -----	.12
2.	Assistant -----	.09
3.	Reserve -----	.09
4.	Ninth -----	.09
5.	Middle School -----	.068

B. B/G Track, Volleyball, Golf, B/G Tennis, B/G Soccer, B/G Cross Country, B/G Rowing, B/G Gymnastics, Sideline Cheerleading, Competitive Cheerleading, B/G Swimming

1.	Head Coach -----	.095
2.	Assistant -----	.08
3.	Reserve -----	.08
4.	Ninth -----	.075
5.	Middle School -----	.068

II. Regarding Sporting Events (Secondary)

A. Per Game

1.	Announcer per game -----	\$25
2.	Scoreboard per game-----	\$25
3.	Ticket Attendant per game -----	\$25
4.	Timekeeper per game-----	\$25

B. Per Set

1.	Announcer per set -----	\$30.00
2.	Scorekeeper per set -----	\$30.00
3.	Timekeeper per set -----	\$30.00
4.	Ticket Attendant per set -----	\$30.00

C. Inter/Intra Mural Sports

1. Inter/Intra Mural Football -----.0175
2. Inter/Intra Mural Basketball -----.0175
3. Inter/Intra Mural Baseball -----.0175
4. Inter/Intra Mural Volleyball -----.0175
5. Inter/Intra Mural Softball -----.0175
6. (Director of Entire Inter/Intra Mural Sports Program) -----.0592

III. Regarding Other Secondary Sponsors

A. Student Music & Play Activities (In lieu of class time)

- Band Director/High School----- .102
- Band Director/Middle School (if assigned) ----- .064
- Band Director/Elementary----- .0008 per day
- Choral Director/High School ----- .032
- Choral Director/Middle School -----.017
- Band Camp Sponsorship ----- .017
- Assistant, Band Camp (if assigned) -----.011
- Student Play Production Director -----.048
- Assistant Play Director -----.024

B. Student, Class Club Activity Sponsorship (In lieu of class time) (One stipend per activity unless listed otherwise.)

- 12th Grade -----2 per grade----- .046
- 11th Grade -----2 per grade----- .039
- 10th Grade -----2 per grade-----.037
- 9th Grade -----2 per grade ----- .035
- 7-8th Grade -----2 per grade-----.028
- Student Council Advisor/High School -----.046
- Middle School Student Council -----.039
- National Honor Society/High School -----.022

Junior Honor Society -----	.015
Chaperones per Dance (Exclusive of Sponsors) -----	\$25.00
All Superintendent Approved Clubs -----	.022
Building Trades II -----	.05

IV. Regarding Elementary Activities

A. An amount of three dollars (\$3.00) for each school year per pupil allowance based on the Fall date student count will be allocated to teacher salaries for the following proposals/requests which are to be submitted to the building principal for approval. The principal may use this allocation after consultation with staff submitting requests involving extra-curricular services. It must be understood that each building usage of these stipends does not become precedent-setting for other buildings. In no event shall more than a \$300.00 stipend be paid to an individual staff member, per activity. Areas of possible usage:

1. Intra/Inter Mural sports activities
2. Play productions involving a royalty concept
3. Club sponsors, etc.

In no event shall this provision be construed to act as a substitute for language in Article IX. If cuts are necessary, this will be one of the last areas involved.

B. Safety and Service -----One stipend per building----- .0095

Parsons, Chapman, Hunter, Weiss (Service)

Parsons, Chapman, Hunter, Weiss (Safety)

V. General Assignment - All Units

A. Journalism (as an after-school activity) ----- .0185

High School Yearbook ----- .052

Middle School Yearbook ----- .0159

B Annual stipends will be provided only in cases where a split grade assignment at the elementary academic level is imposed by the Board, (excluding Special Education, Art, Music, and Physical Education) and whereby a single teacher is assigned more than one grade level for instructional purposes as follows:

1-4 students from another grade level ----- .0064

5-9 students from another grade level ----- .0127

10+ students from another grade level ----- .0190

C. Adult Education (per hour) ----- \$25.00

D.	Summer School (per hour) -----	\$25.00
E.	Driver Training (per hour) -----	\$25.00
	Driver Training Director -----	.0239
F.	Hourly teaching substitution (In lieu of release time)	
	70 minute period -----	.0011
	55 minute period -----	.0008
	50 minute period -----	.0007
	45 minute period -----	.0006
	(Elementary to use 45 minute rate)	
G.	Lunch Duty-- A maximum of four (4) per period at high school and four (4) at middle school..	
	30 minute period -----	\$ 500 per tri- <u>m</u> ester and one lunch per day
H.	Teachers may accept an extra-contractual class above the normal work day schedule. It is clearly understood the teacher work day is extended the equivalent time beyond the normal work day.	
	Trimester – 70 minutes -----	.205
	Long period - 55 minutes -----	.170
	Short period - 45 minutes -----	.145
I.	Designated Teaching Principals	
	1. School with full-time principal -----	.0012
	2. Without full-time principal (one year) -----	.0223
J.	Testing Coordinators	
	1. Advanced Placement Coordinator -----	\$200.00
	2. Building Level MEAP Coordinator -----	\$200.00

APPENDIX C

SALARY AND FRINGE BENEFITS

A. Salaries (General)

1. Five years previous experience allowed normally, this provision may be waived by the Board when it is deemed necessary.
2. Provisions for differentials:

Psychologist - Add \$750.00 to amount scheduled.
3. For salary positions dependent upon semester hours, the following shall apply:
 - a. BA+20, MA, MA+20, MA + 40, Ed. Spec. and Ph.D., shall be reimbursable if completed as a part of a program leading toward an advanced degree or if approved by the principal as necessary or beneficial to the teacher's assigned responsibilities or professional goals. Employees currently on BA + 30 shall be grandfathered for two years. If the employee has not earned an MA by November 15, 2015, his/her salary shall revert to BA + 20. Employees currently on all other eliminated lanes shall be grandfathered for one year of this agreement. If the employee does not earn enough credits to move to the next lane by November 15, 2014, his/her salary will revert to the lower lane salary schedule.
 - b. Beginning with the 2013-2014 school year, an additional step will be added to the salary schedule. Step 12 will be the same as the previous step 11. The new step 11 will be the average of the previous steps 10 and 11 for each lane.
 - c. Only transcripts on file in the Superintendent's office by November 15 shall be counted for pay purposes.
4. Non-teaching experience required for a vocational certificate may be counted in lieu of teaching a course for which federal vocational funds are allowed and paid. Salary maximums are affected by the provisions and any necessary reductions in salary coincide with changes in teacher schedules.
5. Teachers will have the option to receive his or her salary over 21 or 26 pay periods per year.
6. To advance a step on the salary grid, teacher must complete two (2) full semesters** of work. Any teacher who has successfully completed one half year in a teaching assignment and is laid off at mid-year or who is hired at the beginning of the second semester of school, shall be moved to the next step upon completion of the next full semester of employment. Those teachers participating in shared staffing shall each earn one semester credit toward advancement on the salary schedule.

**For schools on the trimester schedule, two full semesters are equal to three trimesters or one full year.

B. Cost-of-Living Adjustment Language (Computation)

NOTE: This language is not applicable to this Agreement. The purpose is solely for historic value and/or future use.

The Cost-of-Living Adjustment shall be determined in accordance with the changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, US. Department of Labor (1967=100) and hereinafter referred to as CPI.

The amount of the COLA added to each step of each salary schedule shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth of one percent (0.1%) of the CPI). This percentage shall be determined by subtracting the CPI of June 2007, 2008 and 2009, respectively, from the CPI of June 2008, 2009 and 2010, respectively, the difference shall be divided by the CPI of June 2007, 2008 and 2009, respectively. This percentage increase shall be capped in accordance with the following:

<u>2008-2009</u>	1%
<u>2009-2010</u>	1%
<u>2010-2011</u>	1%

These COLA amounts are further capped at the percentage increase in the basic per pupil State Foundation Allowance grant paid to the District for the previous year.

This resulting percentage increase shall be applied to each step of each salary schedule at the start of the first semester of 2008, 2009 and 2010, respectively.

C. 1. Salaries 2012-2013, 2013-2014, 2014-2015 and 2015-2016

2012-2013 – Step freeze for the year; beginning with the March 29, 2013 payday lane increases resume and an off schedule amount equal to a 2% improvement factor for all employees.

2013-2014 – Step and lane increases and an off schedule amount equal to a 2% improvement factor for all employees beyond step 12.

2014-2015 – Step and lane increases. If per pupil allowance increases by \$150 over the 2012-13 amount or district enrollment increases by 50 students over the September, 2012 number, then an additional 1% on schedule improvement factor and 1% off schedule shall be granted for all employees. If the revenue or student count does not increase by the aforementioned amount, then there shall be a wage reopener for employees beyond step 12. (There shall be no reduction.)

2015-2016 – Wage reopener.

D. Longevity Stipend

Bargaining unit members with at least fifteen (15) years of service in the bargaining unit as of the end of the prior school year shall, receive a longevity stipend in addition to their base salaries and payable on or before December 21st of each year, in accordance with the following schedule.

15-19 years completed	\$377.00
20 or more years completed	\$755.00

E. Insurance Benefits

1. As soon as possible after ratification of the contract, the Board shall provide to each bargaining unit member upon application and subject to the rules and regulations of the carrier(s), the opportunity to participate in a MESSA PAK A or PAK C, containing the following:

- a. \$50,000 Term Life Insurance
- b. Health Coverage – For each year of the collective bargaining agreement each member shall have the following choice:

MESSA Choices with the Saver RX drug card, \$10 office visit, and \$200/\$400 deductible.

OR

MESSA ABC Plan 1 with the Employer funding the HSA so the member is responsible for \$200/\$400 of the deductible (Members may move to the ABC plan in January).

The District shall pay eighty percent (80%) of the health care premium and deductible for the health plan and the Employee shall pay twenty percent (20%) of the health care premium and deductible. These contributions shall be made on a tax free basis.

The parties agree to reopen the health coverage if it is impacted by the Affordable Care Act.

- c. Delta Dental Plan 80-80-50 with Orthodontic Rider (\$1,000 lifetime max)
- d. VSP Silver - Vision Plan
- e. Long-term Disability Insurance with a maximum monthly benefit of \$5,000, Alcohol/Drugs - 2 years, Mental/Nervous - 2 years, 66 2/3%, Freeze on offsets a 60 calendar day wait.

2. Unit members not electing to receive health insurance from the District shall receive a cash in lieu contribution of \$400 per month (\$4,800 per year) into a 403(b) account if allowable under IRS regulations. When both husband and wife are employees of the District, one spouse must opt for this cash in lieu option.

3. If a unit member retires, the insurance fringe benefits in this section shall continue in effect to the extent required by Public Law 99-272, Title X (COBRA) at no expense to the District. Insurance fringe benefits will be discontinued in the month of retirement and/or resignation unless the premium is paid for by the former bargaining unit member.

G. The parties agree to set up an IRS Section 125 plan to address child care, dependent care, medical and/or dental expenses not covered by insurance. Upon written authorization from the bargaining unit member,

the District shall deduct from the salary of the member and made an appropriate remittance for voluntary contributions to programs jointly approved by the District and the Union and/or member.

INSERT 2013-2014 SALARY SCHEDULE

GEA Salary Schedule 2013-2014

Step	BA	BA 20	MA	MA 20	MA 40/ED
1	\$ 38,019	\$ 40,298	\$ 43,436	\$ 46,058	\$ 48,670
2	\$ 39,692	\$ 42,074	\$ 44,702	\$ 47,392	\$ 50,074
3	\$ 41,368	\$ 43,838	\$ 47,214	\$ 50,046	\$ 52,880
4	\$ 43,663	\$ 46,280	\$ 50,134	\$ 53,138	\$ 56,150
5	\$ 45,956	\$ 48,717	\$ 53,061	\$ 56,245	\$ 59,435
6	\$ 48,258	\$ 51,147	\$ 56,401	\$ 59,784	\$ 63,173
7	\$ 51,186	\$ 54,254	\$ 60,163	\$ 63,776	\$ 67,382
8	\$ 54,316	\$ 57,569	\$ 63,921	\$ 67,762	\$ 71,591
9	\$ 58,070	\$ 61,557	\$ 68,105	\$ 72,187	\$ 76,273
10	\$ 61,829	\$ 65,550	\$ 72,280	\$ 76,616	\$ 80,954
11	\$ 65,033	\$ 68,943	\$ 76,348	\$ 80,359	\$ 84,591
12	\$ 68,237	\$ 72,335	\$ 80,415	\$ 84,102	\$ 88,228
Includes 2% off schedule amount	\$ 69,602	\$ 73,782	\$ 82,023	\$ 85,784	\$ 89,993

GEA Salary Schedule 2013-2014

The following lanes are only for members who moved to these lanes during the 2012-2013 school year or earlier.

Step	BA 10	BA 30	MA 10	MA30
1	\$ 39,160	\$ 41,440	\$ 44,752	\$ 47,363
2	\$ 40,879	\$ 43,265	\$ 46,042	\$ 48,729
3	\$ 42,600	\$ 45,084	\$ 48,625	\$ 51,461
4	\$ 44,965	\$ 47,592	\$ 51,637	\$ 54,648
5	\$ 47,333	\$ 50,092	\$ 54,653	\$ 57,832
6	\$ 49,699	\$ 52,593	\$ 58,090	\$ 61,482
7	\$ 52,717	\$ 55,784	\$ 61,968	\$ 65,576
8	\$ 55,943	\$ 59,206	\$ 65,839	\$ 69,676
9	\$ 59,818	\$ 63,302	\$ 70,141	\$ 74,231
10	\$ 63,640	\$ 67,394	\$ 74,445	\$ 78,782
11	\$ 66,958	\$ 70,889	\$ 78,296	\$ 82,419
12	\$ 70,275	\$ 74,384	\$ 82,147	\$ 86,055
Includes 2% off schedule amount	\$ 71,681	\$ 75,872	\$ 83,790	\$ 87,776

APPENDIX D

Gibraltar School District

GRIEVANCE REPORT TIMETABLE

Date of Violation _____

LEVEL	TEACHER AND/OR UNION	ADMINISTRATION AND/OR BOARD
--------------	-----------------------------	------------------------------------

Informal

Initiated with principal or immediate supervisor.	Request meeting with principal or immediate supervisor within ten (10) school days of occurrence.	Principal will meet to resolve violation within ten (10) days of informal conference.
---------------------------------------------------	---------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

Formal Level I

Filed with Principal and immediate supervisor.	Written grievances filed within ten (10) days after informal decision.	Decision rendered with ten (10) days of receipt of written grievance.
------------------------------------------------	------------------------------------------------------------------------	-----------------------------------------------------------------------

Formal Level II

Superintendent	Written appeal filed with Superintendent within seven (7) days of Formal Level I decision. Formal Grievance Hearing within ten (10) days of grievance presentation to Superintendent.	Decision rendered within five (5) school days of formal hearing.
----------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------

Formal Level III

Arbitration	Notify Superintendent or designee in writing within fifteen (15) working days of Superintendent's decision to file demand for arbitration.	Decision of arbitrator is final and binding.
-------------	--------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------

Grievance # _____

**APPENDIX D
Gibraltar School District**

GRIEVANCE REPORT FORM

To: _____
From: _____

Date: _____
Assignment: _____
Building: _____

LEVEL I:

STATEMENT OF GRIEVANCE (Names, Dates, and Other Pertinent Information)

(Attach all supporting papers)

ARTICLES VIOLATED: _____

RELIEF REQUESTED: _____

Signature of Association Representative

Date

DISPOSITION OF BUILDING ADMINISTRATOR: _____

Signature

Date

Grievance #

**APPENDIX D (Cont.)
Gibraltar School District**

GRIEVANCE REPORT FORM (Cont.)

LEVEL II:

DATE RECEIVED BY SUPERINTENDENT OR DESIGNEE: _____

DISPOSITION OF SUPERINTENDENT OR DESIGNEE: _____

Signature

Date

LEVEL III:

DATE SUBMITTED TO ARBITRATION: _____

**APPENDIX E
GIBRALTAR SCHOOL DISTRICT**

Bid Form

TO: All Staff
FROM: Author
RE: Office Bid Posting
DATE: Date Written

I. PREFACE: Bids will be accepted, commencing (month, day, year) to 4:00 p.m. on (month, day, year) as defined in the Master Teacher Contract. Typewritten and signed bids should be submitted to the office of the Superintendent.

II. JOB DESCRIPTION: _____

III. CERTIFICATION/QUALIFICATION NECESSARY: _____

cc: Superintendent
Building Principal
Union President
Building Representatives

APPENDIX F
MEMORANDUM OF AGREEMENT WITH SAGSD

This Memorandum of Agreement, entered into this ___ day of April, 1988, by and between the Gibraltar School District (hereinafter "District"), the Gibraltar Education Association (Hereinafter "GEA"), and the Supervisors and Administrators of the Gibraltar School District, Local 43, AFL-CIO (hereinafter "SAGSD") agree as follows:

I

In order to resolve a dispute as to the amount of seniority a member of SAGSD would have with the GEA, in the event said SAGSD member is returned to a classification represented by the GEA; the parties agree that Article X of the Contract between the District and SAGSD, and that Article XX, Section 20.2 of the Contract between the District and the GEA shall be amended to reflect the following agreement:

- a. All present and future members of SAGSD who were or will be promoted from a classification represented by the GEA to a classification represented by SAGSD, shall have their GEA bargaining unit seniority frozen as of the date of their promotion.
- b. In the event a member of SAGSD is involuntarily returned to a classification represented by the GEA, said employee of the District shall be credited with the amount of seniority accrued while a member of SAGSD, and said seniority shall be combined with his or her frozen GEA seniority, in order to make the employee whole as to their total GEA seniority.
- c. In order for an employee to be credited with their seniority as spelled out in subsection (b) above, SAGSD shall pay to the GEA an amount equal to the Union dues the employee or employees would otherwise have had to pay, if the employee was not promoted from a GEA position to a SAGSD position.
- d. If requested, the District shall pay to the SAGSD, the amount needed in subsections (c) above and SAGSD agrees to repay the District by way of ten cents (\$.10) per hours for each hour worked by its members and the members so demoted, said payment shall be by way of payroll deduction.

APPENDIX F (Cont.)

The GEA and SAGSD, further agrees to indemnify the District in the event of a lawsuit or an administrative action is brought by a GEA or SAGSD member against the District for an action arising as a result of the parties entering into this agreement.

- e. A SAGSD member may take an involuntary demotion to a GEA position under the same terms and conditions as spelled out above, with the exception that an employee who elects to take an involuntary demotion shall be required to personally pay to the GEA all past Union dues.
- f. An employee who is either involuntarily or who voluntarily is demoted may waive this provision of this Memorandum of Agreement and will be credited with his or her frozen GEA seniority only upon being returned to a GEA position.

II

Payment of Union dues as spelled out above in Part I, shall be made by SAGSD for members involuntarily demoted or by an employee of the District who elects to take a voluntary demotion, within thirty (30) days of said demotion.

III

This Memorandum of Agreement shall not apply to members of SAGSD who were never members of the GEA or who never held a position as a teacher or counselor in the District.

APPENDIX G

U.S. Department of Labor

Wage and Hour Division

(Revised 2012)

Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. See Fact Sheet 28E: Employee Notice Requirements under the FMLA.

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;
- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and

- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D : Employer Notice Requirements under the FMLA

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to the FMLA. See Fact Sheet 77B: Protections for Individuals under the FMLA. The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor Frances Perkins
Building 200 Constitution Avenue, NW
Washington, DC 20210

APPENDIX H

SPECIAL EDUCATION CASELOAD LANGUAGE

As defined by the Revised Administrative Rules for Special Education under the Michigan Department of Education effective April 2010

R. 340.1740 Cognitive Impairment Program: Elementary & Secondary

- Not more than 18 different students on caseload and have no more than 15 students in the classroom at one time
- An aide shall be assigned when the program has 12 or more students in the room

R.340.1741 Emotional impairment Program:

- Not more than 15 different students on caseload and have no more than 10 students in the classroom at one time

R. 340.1747 Specific learning disabilities program: Elementary & Secondary

- Not more than 18 different students on caseload and have no more than 15 students in the classroom at one time
- An aide shall be assigned when the program has 12 or more students in the room

R. 340.1749 Teacher Consultant for Special Education:

- These service providers shall carry an active caseload of not more than 30 students with disabilities.

R. 340.1749 (a) (b) Elementary and Secondary Resource Room Programs:

- Not more than 23 different students on caseload and have no more than 15 students at one time

R. 340.1749 (c) Departmentalization of Special Education Programs:

- Not more than 13 students per class period per instructional day, with no more than 15 students being served at one time

R. 340.1796 Services for students with Speech and Language Impairment:

- Not more 60 different students on caseload

GIBRALTAR EDUCATION ASSOCIATION,
MEA/NEA

Mark Steffensky 10/8/13
Mark Steffensky, President Date

Helen Brish 10/8/13
Helen Brish, UniServ Director Date

Bradley Clark 10/8/2013
Bradley Clark, GEA Negotiator Date

Charlene Kuppe 10/8/13
Char Kuppe, GEA Negotiator Date

Chad Liptow 10-9-13
Chad Liptow, GEA Negotiator Date

Tiffany Reese 10-15-13
Tiffany Reese, GEA Negotiator Date

Jera Monticello 10-14-13
Jera Monticello, GEA Negotiator Date

GIBRALTAR BOARD OF EDUCATION

Alfred V.P. 10/8/13
President, Board of Education Date

Sam. D. Q. 10-8-13
Secretary, Board of Education Date

Bruce Burger 10/8/13
Bruce Burger, Superintendent Date

Shareen Barker 10/8/13
Shareen Barker, Negotiator Date

Contract date: August 16, 2012 – August 15, 2016

Contract Ratified by Union:

By Board: 3/12/2013

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