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8/15/2001
Extension → 8/31/2005

MASTER AGREEMENT

BETWEEN

THE GIBRALTAR BOARD OF EDUCATION

AND

THE GIBRALTAR EDUCATION ASSOCIATION

MEA/NEA

Michael Van School District

MARCH 18, 1997

to

AUGUST 15, 2001

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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, and consultants 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, 2001. 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, 2001, 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. Principals shall be supplied with added copies to be given to new staff hired after September 1 of each school year.

**ARTICLE III
DEFINITIONS**

- 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.

**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. To this end, the Superintendent will provide two (2) copies of Board Policy to each building, four (4) copies to the high school. These policies will be located with the building secretaries for the exclusive use of the employees. One (1) additional copy will be supplied to the Union. Copies of Board Rules and Regulations will be supplied to building representatives for employee usage as follows:
Two (2) copies - large elementaries, middle school
Four (4) copies - high school
One (1) copy - small elementaries
Any new policy adopted by the Board after execution of agreement shall be reproduced and distributed to the Union or its representatives.
- 5.3 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 effected.
- 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.

ARTICLE V (Cont.)

- 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.

ARTICLE V (Cont.)

Annually the Union shall have 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 with all normal attachments including 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 and Union representatives in each school building. 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.

ARTICLE V (Cont.)

- 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 violative of or 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**

- 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, sex, 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, sex or 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. If possible, 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.
- 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.

**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) 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 five (5) 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 principal of the school within five (5) days following the informal conference. The principal shall, within five (5) 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 five (5) days after the grievance is presented, the grievance may be submitted in writing to the Superintendent or his designee within five (5) days after the principal's decision is communicated to the Union, or within ten (10) days from the date the grievance was presented to the Principal. 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 thirty (30) 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.

ARTICLE VII (Cont.)

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 by the parties equally. 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 185 teacher work days and 180 student/instructional days constituting a minimum of 990 student clock hours.
- 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, with the understanding that the number of non-student work days shall remain at five (5) for the life of this Agreement. 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, Computer Coordinators 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.
- 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 shall be expected to remain in their classrooms or normal work stations until students have had a reasonable time to clear the halls. Fifteen (15) minutes of time shall be granted to enable traveling employees to arrive at their next teaching station when scheduled. 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.

ARTICLE IX (Cont.)

- 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.
 - E. The sixty (60) minutes is based on the teacher assignment and scheduling in the high school. If, through unavoidable necessity deriving from the instructional needs of students or limitations of financial resources, the length of class periods in the high school must be altered, the sixty (60) minutes may be altered accordingly. Any such change, however, shall be subject to negotiations between the parties. If no agreement is reached by the parties and at least 24 hours have passed since first meeting, the Board may implement its position and the issue may be submitted to third party binding arbitration.
- 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.
 - 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 three (3) 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.

ARTICLE IX (Cont.)

- 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 may be held when no other method of communicating with employees is appropriate. 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 shall be held on school time.
- 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 On "fog days" schools will remain open. The staff is advised to proceed to work with extreme caution. Should visibility become impaired, staff is advised to proceed cautiously, remembering that safety is the number one factor.
- 9.14 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.

ARTICLE IX (Cont.)

- 9.15 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.
- 9.16 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.

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 emotionally and/or physically disturbed or exceptional students 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 building administrators are scheduled to be absent from the District for a full day, a substitute shall be scheduled to relieve the designated teacher if necessary.
- 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

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 leaves of absences of known duration for one semester or more, or termination, retirement, or newly created instructional positions.
- B. Temporary Position Vacancy: Means any temporary open instructional position which is vacant as a result of short-term medical leaves of unknown duration, pregnancy disability, funeral or jury leaves, or other short-term leaves of thirty (30) work days or less.
- 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.

13.2 Subject to the provisions of Article XXIII, 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. Should the temporary vacancy be 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 XXIII (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 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.

ARTICLE IX (Cont.)

2. Notice of Open Positions During the Summer Months

Information regarding openings shall be available, as they occur, at the Board of Education office. 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.
 - 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. 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.
- 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 XXIII (23.5, 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.
 - 13.7 The parties agree regarding open positions not filled by an employee of the district that the Board will interview a teacher on layoff from a district in Wayne County who is an MEA member and who has applied for the posted position in accordance with the provisions of Section 13.2. The interview is not to be construed as an obligation to hire. The Board will not be obligated to continue interviewing once a decision is made as to the successful candidate for the position. Any teacher interviewed in accordance with this provision must fulfill the requirements stated in the posting.

ARTICLE XIV
ADMINISTRATIVE INTERNS

- 14.1 Any employee may initiate application for internships providing qualifications and proper procedure are followed.
- 14.2 Should the Employer initiate a specific internship position, the position, as established by the Employer, must then be bid formally and that position will be filled as if it were a vacancy. Should no employee apply for an Employer initiated internship after the expiration of posting, the position may be filled from outside the District.

ARTICLE XV
ASSIGNMENTS, SCHEDULES, TRANSFER REQUESTS, LOCATIONS

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

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

- A. Assignments: Means general instructional areas for elementary (refer to 15.2) 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.

15.2 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.

15.3 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 XXIII or Article XXI, (21.2).

- 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.

ARTICLE XV (Cont.)

15.4 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.

15.5 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 given a teaching schedule outside of their teaching certification majors/minors, or special endorsements.

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.
- b. Eight (8) hours academic credit in the subject area to be taught (if grades 7 and/or 8), specifically:
 - English, Social Studies, Science, Math, and Reading:
 - Four (4) hours academic credit in all other areas.

Teachers who have taught specific areas in Middle School prior to September, 1983 for one (1) year shall be deemed to meet the above criteria in that area. Notwithstanding the above, any Middle School staff may be scheduled to teach elective courses according to building needs and student requirements.

ARTICLE XV (Cont.)

15.6 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.

15.7 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 XVI EVALUATION

- 16.1 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.
- 16.2 Probationary teachers shall be observed for the purposes of formal evaluation at least two (2) times during the school year, once each semester and 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.
- 16.3. 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 16.2, 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.
- 16.4 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.
- 16.5 All formal evaluations shall be reduced to writing and a copy given to the teacher either at the evaluation conference or within ten (10) days thereafter 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 No observation shall unduly interfere with the normal teaching/learning process.
- 16.10 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.
- 16.11 All teachers with the exception of counselors, media specialists, psychologists, and social workers shall be evaluated using Appendix D.1. The evaluative instrument used for Counselors, Media Specialists, Psychologists, and Social Workers shall be Appendix D.2.

ARTICLE XVII
ADMINISTRATIVE OR SUPERVISORY VACANCIES

17.1 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 either in the lounge or workroom in each school or department and the Union shall be notified. During the time when school is not in session, employees interested in obtaining information regarding administrative vacancies may leave self-addressed, stamped envelopes 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. In emergencies, the Employer may fill positions on a temporary basis without giving notice.

Notice of such vacancy shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open and the instructions for filing application. The Superintendent will, in his sole discretion, determine which of the applicants will be given the job.

ARTICLE XVIII
COMPENSATED EXTRA-CONTRACTUAL ACTIVITIES

- 18.1 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 vacancy shall be posted as in paragraph 13.4 (C).
 - B. Selection shall be based on qualification and seniority. Qualification 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.
- C. Applicants for summer school, adult education, and driver training positions shall be chosen on the basis of seniority and certification in the District.
- 18.2 Extra-contractual positions, except coaches, that are populated by non-bargaining unit members will be posted as vacant positions annually.
- Coaching positions populated by non-bargaining unit members may be bid annually on the recommendation of the Athletic Director.
- 18.3 If a coach has been in a specific position for at least the most recent five (5) consecutive seasons, the coach may, upon application 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.

ARTICLE XIX
CURRICULUM DEVELOPMENT AND IMPLEMENTATION

- 19.1 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.
- 19.2 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.
- 19.3 The District will provide substitutes, as may be appropriate, when the joint curriculum committee is required to meet during the regular school day.
- 19.4 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 and the District School Improvement Committee.
- A. This Agreement shall not be modified in connection with the implementation of the School Improvement Committee recommendations except as mutually agreed in writing by the Union and Board.
 - B. Participation in School Improvement Committees shall be voluntary. The number of teachers on each School Improvement Committee 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 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 Committees at meetings (at the full-building or full-District level) shall be treated as follows:
 - 1. One (1) day compensatory time will be granted for every three (3) meetings attended during the school year outside of the normal teacher work day, up to two (2) days per school year;
 - 2. School business days will be provided for the committee members attending School Improvement Committee meetings held by the District during the normal school day.
- 19.5 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 XX
DISTRICT SENIORITY**

20.1 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.

20.2 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.

20.3 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 XXI
CLASS SIZE**

21.1 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
5-6	26	32
7-12*	Not to exceed 35 per section with operation teacher load of 199 when on a six (6) period per day teaching schedule.	

*Except: physical education, instrumental music, and vocal music.

*All English classes whose purpose is the teaching of composition skills shall be limited to 33 pupils.

*In the following classes, the number of pupils shall not exceed the number of work stations: Science, Typing, Industrial Arts, Drafting, Homemaking, and Computer.

North Central requirements shall apply when assigning Counselor loads at the high school.

21.2 On the second Monday in September, the Superintendent shall meet with the Union President to determine if classes are within the minimum and maximum, as set forth in 21.1 above, throughout the District, and equalized within a building. In grades 7-12, 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.

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

ARTICLE XXI (Cont.)

- 21.4 A. In the event the Board determines not to hire additional teachers for the purpose of implementing the class size language in Article 21.1 due to financial difficulties, and finds it necessary to exceed the K-6 class size limits in Article 21.1, 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 equals \$350.00 per marking period.
 3. Three students over the maximum equals \$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 21.1 due to financial difficulties, and finds it necessary to exceed the 7-12 class size limits in Article 21.1, it is agreed that the secondary teacher affected shall be paid in the following manner:

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 equals \$70.00 per class period per marking period.
3. Three students over the maximum equals \$110.00 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 equals \$58.00 per class period per marking period.
3. Three students over the maximum equals \$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.

- 21.4 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.

ARTICLE XXII
SCHOOL FACILITIES

- 22.1 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 standard typewriter, 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 typewriter, 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.

ARTICLE XXII (Cont.)

- 22.2 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.
- 22.3 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 XXIII
REDUCTIONS OF PERSONNEL**

- 23.1 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.
- 23.2 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.
- 23.3 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 23.4) of each employee and establish a "layoff list" ranking for all teachers in the District.
- 23.4 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.
- 23.5 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.

ARTICLE XXIII (Cont.)

- 23.6 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.
- 23.7 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 seniored, 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 seniored laid-off teacher. No loss of experience factor or tenure granted by the District shall occur.
- 23.8 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.
- 23.9 The employees' individual employment contracts are hereby made expressly subject to these provisions.

ARTICLE XXIV
LEAVES OF ABSENCE

24.1 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. Personal Educational Study Days

1. Personal Days

At the beginning of every school year, each teacher will be credited with four (4) days to be used for teacher's personal business. A teacher planning to use a personal day shall notify his principal at least one (1) day in advance, except in cases of emergency.

The day immediately prior to a regularly scheduled school holiday, and the day immediately following a regularly scheduled school holiday shall not be used for personal leave days unless approved 48 hours in advance by the Building Administrator.

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. Definition of the immediate family: The immediate family includes: Spouse, children, parents, mother-in-law, father-in-law, grandparents, grandchildren, brothers, sisters, or any dependent living in the household of the teacher.
5. Reasonable notice of any leave must be given the building principal.

ARTICLE XXIV (Cont.)

6. 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. Three (3) days shall be allowed if the funeral leave is for a member of the immediate family whose funeral will be held within one hundred (100) miles of the Central Office; five (5) days shall be allowed if the funeral will be held in excess of one hundred (100) miles of Central Office. Any extension beyond these time limits shall be deducted from personal business leave days. (See definition of "Immediate Family", paragraph B, which for this section only includes brothers and sisters-in-law). Funerals for someone other than immediate family members shall be deducted from Personal Leave days. An individual teacher's alleged abuse, if any, of such leave shall be subject to review by the Employer.
- D. Short Term Sick Leave:
 1. At the beginning of each school year, each teacher shall be advanced seven (7) days sick leave. It is to be used only for the expressed purpose of personal illness, including pregnancy disability or personal injury.
 2. Teachers shall be covered by an income protection insurance policy for the remainder of their sick leave benefits. See Appendix C, Section F.
 - 3a. Teachers shall accumulate unused sick days, personal business days, and curriculum study days. These days shall accumulate up to a maximum of sixty (60) days.
 - b. 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.
- E. Pregnancy Disability

When a pregnant teacher establishes, by medical verification, that she is totally incapacitated from continuing all of her normal job assignment, she will be eligible for a sick leave per the provisions of Section D above through the post-natal examination or as long as she is physically disabled from returning to work, whichever is earlier.
- 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.

ARTICLE XXIV (Cont.)

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.

24.2 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 24.1, B.4) Leave without pay and benefits, but 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 24.5 A.
- 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 24.5. Upon return, a physician's statement shall be provided.

ARTICLE XXIV (Cont.)

F. Child Care Leave:

1. Child Care Leave, when requested during a pregnancy disability leave, shall be granted with benefits as stipulated in Article 24.3 for one (1) 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 24.5 A.
2. Child Care Leaves, other than those requested while on a Pregnancy Disability Leave, must be submitted to the administration for approval. If granted, benefits are subject to terms as stipulated in Article 24.3, for one (1) 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 24.5 A.

24.3 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 no more than one (1) year. Beyond the one year, teachers may select continuation of their hospitalization coverage as required by the Family and Medical Leave Act and the COBRA.

24.4 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.

24.5 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.

ARTICLE XXIV (Cont.)

- 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.

24.6 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 K.
- 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 XXV
MEDICAL EXAMINATIONS

- 25.1 The Board agrees to pay any amount not covered by the member's health care insurance for Board required medical examinations 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.
- 25.2 The Board agrees to reimburse the teacher for the cost of a tine test, chest x-ray (when tine test is not appropriate), or other TB test as prescribed by law for school employees at the Wayne County Health Department or the equivalent cost when done by a physician or at the facility of the employee's choice.

ARTICLE XXVI
RETIREMENT OF TEACHERS

- 26.1 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 | = \$10.00 per year |
| 16-24 years service | = \$15.00 per year |
| 25+ years service | = \$20.00 per year |
- 26.2 Employees who elect to retire from teaching at age fifty-five (55) or older shall receive a one time retirement payment of \$2,000.00 in lieu of the provisions in 26.1.
- 26.3 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.
- 26.4 No more than ten (10) bargaining unit members per year shall be eligible for this benefit in 26.2. If more than ten (10) bargaining unit members apply, then the benefit shall be given on the basis of seniority.

**ARTICLE XXVII
SHARED STAFFING**

- 27.1 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. Health care insurance, income protection disability and life insurance shall be provided to the employee on a pro-rata basis (based on a full-time schedule). If the employee participates in the aforementioned insurances, then the employee's share of premiums shall be deducted from his or her pay. Benefits which are available to full-time teachers in lieu of insurance benefits, shall also be available on a pro-rated basis. Participants will accrue full seniority.
- 27.2 Procedure/Regulations:
- A. To be eligible, both team members must have at least nine (9) years seniority 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.
 - D. Employees who wish to participate in this program shall notify the Superintendent no later than May 1 of the school year preceding the implementation of the plan.
 - E. If a team member leaves for any reason before the end of the school year, the remaining team member must either return to the position on a full-time basis or take a leave of absence for the remainder of that school year.
- 27.3 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 XXIII.
- 27.4 The number of shared staffing teams shall not be greater than four (4).

**ARTICLE XXVIII
MENTOR ASSIGNMENTS**

- 28.1 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. By the beginning of a mentor's assignment to a teacher, the administration will provide the mentor with a general overview of the mentor's duties and the objectives of mentorship.
 - B. If the mentor is also a member of the teachers' bargaining unit, the mentor will not be required to evaluate the new teacher, nor participate in the evaluation process.
- 28.2 When the District wishes to assign a teacher to serve as a mentor, service shall normally be voluntary and from among the qualified staff of non-probationary teachers in the new teacher's primary building assignment location.
- A. If there are no qualified volunteers within the building, then the principal may assign a qualified non-probationary teacher to serve as mentor.
 - 1. No teacher who had served as mentor during the preceding year for a particular teacher shall be assigned to serve as a mentor under this provision for another teacher in the following school year.
 - 2. Assignments made under this provision shall be rotated among qualified non-probationary staff within the building to the extent feasible.
 - B. To the extent feasible, the new teacher and his or her mentor shall have at least one common preparation period, or lunch period, per week.
- 28.3 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 \$100.00 per completed marking period of mentoring;
 - B. For mentoring a probationary teacher during said teacher's second and third years of employment as a probationary teacher, the mentor shall receive \$100.00 per completed semester of mentoring.

Gibraltar School District 1996-97 SCHOOL CALENDAR

Teacher's Work Day	August 26, 1996
Student's First Day (1/2 day)	August 27, 1996
Labor Day Weekend (No School)	Aug 30 - Sept 2, 1996
End of First Marking Period (1/2 Day Elementary)	November 1, 1996
Parent-Teacher Conference Day (1/2 Day Students)*	November 7, 1996
Parent-Teacher Conference Day (1/2 Day Students)*	November 8, 1996
Thanksgiving Recess	November 28-29, 1996
Winter Holiday (1/2 Day)	December 20, 1996
School Resumes	January 6, 1997
First Semester Ends	January 17, 1997
Records Day (No Students)	January 20, 1997
Winter Holiday	February 14 & 17, 1997
End of Third Marking Period (1/2 Day Elementary)	March 21, 1997
Spring Holiday Begins (End of Day)	March 27, 1997
School Resumes	April 7, 1997
Weather Make-Up (No School Scheduled)	May 23, 1997
Memorial Day (No School)	May 26, 1997
Last Day Classes Meet (1/2 Day)	June 11, 1997
Records Day (No Students)	June 12, 1997

Student Days	180	1st Quarter	46 days
Teacher Work Days	3	2nd Quarter	43 days
Teacher In-Service	2	3rd Quarter	42 days
TOTAL TEACHER DAYS:	185	4th Quarter	49 days

** (Note: these in-service days may not be conclusive)**

Curriculum Full Days:	_____	10/14/96			
Curriculum 1/2 Days:	_____	9/30/96	2/05/97	3/14/97	4/17/97

* Each building, with input from staff, will establish a schedule to assure sufficient time for parent-teacher conferences. In developing the schedule, the staff may consider options for ending conference sessions (e.g. announcements, bells, etc.). Conferences will be held in the elementary buildings and may be held in the middle school.

** Suggested Full Day Curriculum in October and May.

**Gibraltar School District
1997-98 SCHOOL CALENDAR**

Teacher's Work Day (No Students)	August 25, 1997
Student's First Day (1/2 day)	August 26, 1997
Labor Day Weekend (No School)	Aug 29 - Sept 1, 1997
Curriculum Day (No Students)	October 9, 1997
End of First Marking Period (1/2 Day Elementary)	October 31, 1997
Parent-Teacher Conference Days (1/2 Day Students)*	November 5,6,7, 1997
Thanksgiving Recess	November 27-28, 1997
Winter Holiday (1/2 Day)	December 19, 1997
School Resumes	January 5, 1998
First Semester Ends	January 22, 1998
Records Day (No Students)	January 23, 1998
Mid-Winter Break	February 20-23, 1998
End of Third Marking Period (1/2 Day Elementary)	March 27, 1998
Spring Holiday Begins (End of Day)	April 9, 1998
School Resumes	April 20, 1998
Curriculum Day (No Students)	April 29, 1998
Weather Make-Up (No School Scheduled)	May 22, 1998
Memorial Day (No School)	May 25, 1998
Last Day Classes Meet (1/2 Day)	June 10, 1998
Records Day (No Students)	June 11, 1998

Student Days	180	1st Quarter	47 days
Teacher Work Days	3	2nd Quarter	46 days
Teacher In-Service	2	3rd Quarter	43 days
TOTAL TEACHER DAYS:	185	4 TH Quarter	44 days

* Each building, with input from staff, will establish a schedule to assure sufficient time for parent-teacher conferences. Conferences will be held in the elementary buildings and may be held at the middle school.

** Abbreviated days will be held district-wide on the first and third Thursday of the month in September through May. Students will be dismissed one hour early so that staff can participate in 2 hours of professional development as developed and planned by staff and administration. It may be necessary for morning and afternoon kindergarten sections to double up on a day in order to comply with State mandated minimum number of hours of instruction.

PURSUANT TO ARTICLE IX, SECTION I.A. OF THE CONTRACT. THIS CALENDAR MAY BE ADJUSTED AFTER NEGOTIATIONS WITH THE UNION IN ORDER TO ADD DAYS TO COMPLY WITH THE STATE MANDATED MINIMUM NUMBER OF DAYS AND HOURS OF INSTRUCTION IN ORDER FOR THE DISTRICT TO RECEIVE 100% OF ITS TOTAL STATE AID. (IF DAYS MUST BE ADDED, THE WEATHER MAKE UP DAY WILL BE USED FIRST).

Gibraltar School District 1998-99 SCHOOL CALENDAR

Teacher's Work Day (No Students)	August 31, 1998
Student's First Day (1/2 day)	September 1, 1998
Labor Day Weekend (No School)	September 4-7, 1998
Curriculum Day (No Students)	October 21, 1998
End of First Marking Period (1/2 Day Elementary)	October 30, 1998
Parent-Teacher Conference Days (1/2 Day Students)*	November 4,5,6, 1998
Thanksgiving Recess	November 26-27, 1998
Winter Holiday (1/2 Day)	December 22, 1998
School Resumes	January 4, 1999
First Semester Ends	January 15, 1999
Records Day (No Students)	January 18, 1999
Mid-Winter Break	February 19-22, 1999
End of Third Marking Period (1/2 Day Elementary)	March 26, 1999
Spring Holiday Begins (End of Day)	April 2, 1999
School Resumes	April 12, 1999
Curriculum Day (No Students)	April 21, 1999
Weather Make-Up (No School Scheduled)	May 28, 1999
Memorial Day (No School)	May 31, 1999
Last Day Classes Meet (1/2 Day)	June 9, 1999
Records Day (No Students)	June 10, 1999

Student Days	**180		
Teacher Work Days	3	1st Quarter	44 days
Teacher In-Service	2	2nd Quarter	45 days
TOTAL TEACHER DAYS:	185	3rd Quarter	47 days
		4 TH Quarter	44 days

* Each building, with input from staff, will establish a schedule to assure sufficient time for parent-teacher conferences. Conferences will be held in the elementary buildings and may be held at the middle school.

** Abbreviated days will be held district-wide on the first and third Thursday of the month in September through May. Students will be dismissed one hour early so that staff can participate in 2 hours of professional development as developed and planned by staff and administration. It may be necessary for morning and afternoon kindergarten sections to double up on a day in order to comply with State mandated minimum number of hours of instruction.

PURSUANT TO ARTICLE IX, SECTION 1.A. OF THE CONTRACT. THIS CALENDAR MAY BE ADJUSTED AFTER NEGOTIATIONS WITH THE UNION IN ORDER TO ADD DAYS TO COMPLY WITH THE STATE MANDATED MINIMUM NUMBER OF DAYS AND HOURS OF INSTRUCTION IN ORDER FOR THE DISTRICT TO RECEIVE 100% OF ITS TOTAL STATE AID. (IF DAYS MUST BE ADDED, THE WEATHER MAKE UP DAY WILL BE USED FIRST).

Gibraltar School District 1999-2000 SCHOOL CALENDAR

Teacher's Work Day (No Students)	August 30, 1999
Student's First Day (1/2 day)	August 31, 1999
Labor Day Weekend (No School)	September 3-6, 1999
Curriculum Day (No Students)	October 22, 1999
End of First Marking Period (1/2 Day Elementary)	November 5, 1999
Parent-Teacher Conference Days (1/2 Day Students)*	November 10, 11, 12, 1999
Thanksgiving Recess	November 25-26, 1999
Winter Holiday (1/2 Day)	December 22, 1999
School Resumes	January 3, 2000
First Semester Ends	January 21, 2000
Records Day (No Students)	January 24, 2000
Mid-Winter Break	February 18-21, 2000
Curriculum Day (No Students)	March 24, 2000
End of Third Marking Period (1/2 Day Elementary)	March 31, 2000
Spring Holiday Begins (End of Day)	April 20, 2000
School Resumes	May 1, 2000
Weather Make-Up (No School Scheduled)	May 26, 2000
Memorial Day (No School)	May 29, 2000
Last Day Classes Meet (1/2 Day)	June 9, 2000
Records Day (No Students)	June 12, 2000

Student Days	**180	1st Quarter	46 days
Teacher Work Days	3	2nd Quarter	46 days
Teacher In-Service	2	3rd Quarter	46 days
TOTAL TEACHER DAYS:	185	4 TH Quarter	42 days

* Each building, with input from staff, will establish a schedule to assure sufficient time for parent-teacher conferences. Conferences will be held in the elementary buildings and may be held at the middle school.

** Abbreviated days will be held district-wide on the first and third Thursday of the month in September through May. Students will be dismissed one hour early so that staff can participate in 2 hours of professional development as developed and planned by staff and administration. It may be necessary for morning and afternoon kindergarten sections to double up on a day in order to comply with State mandated minimum number of hours of instruction.

PURSUANT TO ARTICLE IX, SECTION 1.A. OF THE CONTRACT. THIS CALENDAR MAY BE ADJUSTED AFTER NEGOTIATIONS WITH THE UNION IN ORDER TO ADD DAYS TO COMPLY WITH THE STATE MANDATED MINIMUM NUMBER OF DAYS AND HOURS OF INSTRUCTION IN ORDER FOR THE DISTRICT TO RECEIVE 100% OF ITS TOTAL STATE AID. (IF DAYS MUST BE ADDED, THE WEATHER MAKE UP DAY WILL BE USED FIRST).

**Gibraltar School District
2000-2001 SCHOOL CALENDAR**

Teacher's Work Day (No Students)	August 28, 2000
Student's First Day (1/2 day)	August 29, 2000
Labor Day Weekend (No School)	September 1-4, 2000
Curriculum Day (No Students)	October 17, 2000
End of First Marking Period (1/2 Day Elementary)	November 3, 2000
Parent-Teacher Conference Days (1/2 Day Students)*	November 9,10,11, 2000
Thanksgiving Recess	November 23-24, 2000
Winter Holiday (1/2 Day)	December 22, 2000
School Resumes	January 3, 2001
First Semester Ends	January 19, 2001
Records Day (No Students)	January 22, 2001
Mid-Winter Break	February 16-19, 2001
Curriculum Day (No Students)	March 22, 2001
End of Third Marking Period (1/2 Day Elementary)	March 30, 2001
Spring Holiday Begins (End of Day)	April 12, 2001
School Resumes	April 23, 2001
Weather Make-Up (No School Scheduled)	May 25, 2001
Memorial Day (No School)	May 28, 2001
Last Day Classes Meet (1/2 Day)	June 8, 2001
Records Day (No Students)	June 11, 2001

Student Days	**180	1st Quarter	46 days
Teacher Work Days	3	2nd Quarter	45 days
Teacher In-Service	2	3rd Quarter	46 days
TOTAL TEACHER DAYS:	185	4 TH Quarter	43 days

* Each building, with input from staff, will establish a schedule to assure sufficient time for parent-teacher conferences. Conferences will be held in the elementary buildings and may be held at the middle school.

** Abbreviated days will be held district-wide on the first and third Thursday of the month in September through May. Students will be dismissed one hour early so that staff can participate in 2 hours of professional development as developed and planned by staff and administration. It may be necessary for morning and afternoon kindergarten sections to double up on a day in order to comply with State mandated minimum number of hours of instruction.

PURSUANT TO ARTICLE IX, SECTION I.A. OF THE CONTRACT. THIS CALENDAR MAY BE ADJUSTED AFTER NEGOTIATIONS WITH THE UNION IN ORDER TO ADD DAYS TO COMPLY WITH THE STATE MANDATED MINIMUM NUMBER OF DAYS AND HOURS OF INSTRUCTION IN ORDER FOR THE DISTRICT TO RECEIVE 100% OF ITS TOTAL STATE AID. (IF DAYS MUST BE ADDED, THE WEATHER MAKE UP DAY WILL BE USED FIRST).

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 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 XVIII, 18.2.

APPENDIX B (Cont.)

Salaries in this Appendix shall be determined by multiplying the applicable year's BA Base for the first semester times a fixed percentage, except it shall be based on \$27,003 for the 1996-97 school year.

Classification:

I. Sporting Events

		<u>DECIMAL</u>
A.	Football, B/G Basketball, Baseball, Wrestling, Softball	
1.	Head Coach	.115
2.	Assistant	.09
3.	Reserve	.09
4.	Ninth	.09
5.	Middle School	.075
B.	B/G Track, Volleyball, Golf, B/G Tennis, B/G Soccer, B/G Cross Country, B/G Rowing, B/G Gymnastics, Cheerleading	
1.	Head Coach	.095
2.	Assistant	.08
3.	Reserve	.08
4.	Ninth	.075
5.	Middle School	.075

II. Regarding Sporting Events (Secondary)

A.	Football Varsity Games	
1.	Announcer per game	.0009
2.	Scoreboard per game	.0010
3.	Ticket Attendant per game	.0009
B.	Basketball Varsity/Reserve Games	
1.	Announcer per set	.0009
2.	Scorekeeper per set	.0014
3.	Timekeeper per set	.0013
4.	Ticket Attendant per set	.0009
C.	Reserve, 9th Grade & Middle School Football; 9th Grade & Middle School Wrestling; Varsity, Reserve, and Middle School Volleyball; Varsity & Middle School Swimming; Varsity & Middle School Gymnastics	
1.	Scoreboard (Football) per game	.0009
2.	Timekeeper per game	.0009
	per set	.0012
3.	Scorekeeper per game	.0009
	per set	.0012
4.	Ticket Taker per game or set	.0008

APPENDIX B (Cont.)

D.	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
	(Director of Entire Inter/Intra Mural Sports Program)	.0592
III.	Regarding Other Secondary Sponsors	
A.	<u>Student Music & Play Activities (In lieu of class time)</u>	
	Band Director/High School	.102
	Band Director/Middle School (if assigned)	.064
	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.	<u>Student Class Club Activity Sponsorship (In lieu of class time)</u>	
	12th Grade	.046
	11th Grade	.039
	10th Grade	.035
	9th Grade	.035
	7-8th Grade	.028
	Student Council Advisor/High School	.046
	National Honor Society/High School	.022
	Bowling Club Sponsor/High School & Middle School	.022
	Ski Club Sponsor	.018
	Chaperones per Dance (Exclusive of Sponsors)	.002
	Drama Club	.017
	Forensic Sponsor	.022
	Varsity Club Sponsor	.017
	Future Nurses Sponsor	.018
	Foreign Language Sponsor	.017
	Other Clubs with Administrative Approval	.017
	Middle School Student Council	.039
	Building Trades II	.05

APPENDIX B (Cont.)

IV. Regarding Elementary Activities

- A. An amount of two dollars and fifty cents (\$2.50) for each school year per pupil allowance based on the 4th Friday 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 \$250.00 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 .0095
Parsons, Chapman, Hunter, Barrow (Service)
Parsons, Chapman, Hunter (Safety)

V. General Assignment - All Units

- A. Journalism (as an after-school activity) .0185
Yearbook .0260
Middle School Yearbook .0159

- B. P.I.C. Team Leader (in lieu of release time) .0223

- C. 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

- D. Adult Education (per hour) .0006

- E. Summer School (per hour) .0006

- F. Driver Training (per hour) .0006
Driver Training Director .0239

APPENDIX B (Cont.)

G.	Hourly teaching substitution (In lieu of release time)	
	55 minute period	.0008
	45 minute period	.0006
	(Elementary to use 45 minute rate)	
H.	Lunch Duty (In lieu of release time)	
	30 minute period	.0004
	60 minute period	.0008
I.	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.	
	Long period - 55 minutes	.170
	Short period - 45 minutes	.145
J.	Designated Teaching Principals	
	1. School with full-time principal	.0012
	2. Without full-time principal (one year)	.0223

**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+10 or hours needed for permanent certification requirements shall be reimbursable.
 - b. BA+20, BA+30, MA, MA+10, MA+20, MA+30, 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.
 - c. Only transcripts on file in the Superintendent's office by October 15 and March 1 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.

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

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 1996, 1997, 1998, and 1999 respectively, from the CPI of June 1997, 1998, 1999, and 2000 respectively, the difference shall be divided by the CPI of June 1996, 1997, 1998, and 1999 respectively. This percentage increase shall be applied to each step of each salary schedule at the start of the second semester of 1998-99, 1999-2000 and 2000-2001 respectively. Subject to paragraph C, below, and the contemporaneously executed Memorandum of Understanding which is incorporated herein, such increases are to be no less than two (2.0%) percent, nor more than four (4.0%) percent.

APPENDIX C (Cont.)

C. 1. Salaries (1996-97)

a. From August 26, 1996, through January 17, 1997, teachers shall be paid the salaries required by the judgment entered by the Wayne County Circuit Court in June, 1996. Each party realizes that the continuance of the dispute which gave rise to that judgment will be long and costly, and that neither party is guaranteed victory. Moreover, the District firmly believes that it cannot afford to continue to pay those salaries which have resulted from that judgment. Accordingly, the parties have agreed that, as soon as practicable, salary payments during the balance of that year will be reduced.

b. Adjusted Salary Schedule (1996-97)

See SALARY GRID on following page (Page 58).

c. Unadjusted Salary Schedule (1996-97)

The Unadjusted Salary Schedule for the 1996-97 school year, which is applicable only as of January 17, 1997, is as follows:

See SALARY GRID on following page (Page 59).

d. Effect of Adjusted Salary Schedule

Since the Adjustment to the 1996-97 salary schedule will result in the parties' recognizing that bargaining unit members have been paid during the period since January 17, 1997, at a rate higher than that which is called for by the adjusted salary schedule, the parties shall agree that each bargaining unit member shall have their salary reduced during the post-ratification period in the 1996-97 school year to conform with the adjusted 1996-97 salary schedule, unless such member agrees that any excess in such member's 1996-97 school year salary above the amount due such member under the Adjusted Salary Schedule (1996-97) that results from implementing the Unadjusted Salary Schedule after January 17, 1997, shall be repaid to the District.

To lessen the economic hardship that may result to individual members who have selected 21 pays rather than 26 pays for the 1996-97 school year, it is agreed that each bargaining unit member's post-ratification pay shall be reduced as if such member had selected 26 pays until such time as that member's total salary for the 1996-97 school year is as agreed herein under the Adjusted Salary Schedule for 1996-97. (This may result in a set-off during the 1997-98 school year for teachers paid on a 21 pay schedule. Teachers electing to so extend their repayment must provide prior written authorization for this purpose). It is further agreed that if a bargaining unit member affected by the agreed upon adjustment to the 1996-97 salary schedule resigns, severs, retires, is laid-off or otherwise separates from the employer before the entire repayment required herein can be effected, any remaining balance due because of the salary adjustment shall be withheld from such separating member's last pay or any other amounts otherwise due such member.

If the remaining amount such separating person is insufficient to retire the remaining debt to the District, such person shall pay any remaining sum due within 30 days of separation.

In any event, any amounts remaining due the District on December 31, 1997, because of the 1996-97 salary adjustments, shall be paid to the District by January 15, 1998.

ADJUSTED SALARY SCHEDULE (1996-97)

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	28,661	29,520	30,381	31,241	32,744	33,737	34,720	35,704	36,690
2	29,921	30,816	31,718	32,616	33,698	34,710	35,726	36,735	37,748
3	31,185	32,114	33,048	33,988	35,593	36,657	37,727	38,794	39,864
4	32,916	33,898	34,888	35,878	37,793	38,926	40,058	41,197	42,328
5	34,643	35,682	36,725	37,763	40,000	41,201	42,399	43,596	44,805
6	36,379	37,467	38,558	39,648	42,520	43,793	45,068	46,347	47,624
7	38,585	39,739	40,900	42,053	45,354	46,714	48,078	49,435	50,796
8	40,947	42,172	43,400	44,633	48,187	49,634	51,083	52,525	53,969
9	43,775	45,094	46,405	47,720	51,342	52,877	54,418	55,961	57,500
10	46,609	47,975	49,414	50,805	54,488	56,120	57,757	59,389	61,027
11	50,436	51,944	53,466	54,979	59,438	60,717	62,165	63,607	65,213

UNADJUSTED- SALARY SCHEDULE (1996-97)

STEP	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	27,003	27,813	28,623	29,434	30,850	31,786	32,712	33,639	34,568
2	28,191	29,033	29,883	30,729	31,748	32,702	33,660	34,610	35,564
3	29,381	30,257	31,136	32,022	33,534	34,536	35,544	36,549	37,558
4	31,012	31,937	32,870	33,802	35,607	36,675	37,741	38,814	39,880
5	32,639	33,618	34,601	35,578	37,686	38,818	39,947	41,074	42,213
6	34,275	35,299	36,328	34,355	40,060	41,259	42,461	43,666	44,869
7	36,353	37,440	38,534	39,621	42,730	44,012	45,297	46,576	47,858
8	38,578	39,733	40,889	42,051	45,399	46,762	48,128	49,486	50,847
9	41,243	42,485	43,721	44,960	48,372	49,818	51,270	52,723	54,173
10	43,913	45,199	46,556	47,866	51,336	52,874	54,416	55,954	57,497
11	47,518	48,939	50,373	51,799	56,000	57,205	58,569	59,928	61,440

APPENDIX C (Cont.)

2. Salaries (1997/98-2000/2001)

- a. Salary for the 1997-98 school year shall be calculated based upon the Unadjusted Salary Schedule (Section C.(1) (c) above) plus the total of one-half of one percentage point less that the percentage increase to the per pupil foundation grant received by the District from the State for the 1997-98 school year, as compared to that for the 1996-97 school year, but no more than four (4.0%) percent, plus an Early Severance Improvement Factor, if applicable, which shall be paid in the 1997-98 year only at the beginning of the year, plus a \$3,000 adjustment to the resulting MA Maximum with pro rata adjustments in all the steps of the schedule.
- b. For the 1998-99 school year, a COLA shall be applied which is no less than 2.0% nor more than 4.0%, with the maximum COLA payout to be capped at one-half of one percentage point less that the percent change in the basic per pupil foundation grant paid to the District by the State for the 1998-99 school year, as compared to that for the 1997-98 school year.
- c. For the 1999-2000 school year, a COLA shall be applied which is no less than 2.0% nor more than 4.0%, with the maximum COLA payout to be capped at the percent change in the basic per pupil foundation grant paid to the District by the State for the 1999-2000 school year, as compared to that for the 1998-99 school year.
- d. For the 2000-2001 school year, a COLA shall be applied which is no less than 2.0% nor more than 4.0%, with the maximum COLA payout to be capped at the percent change in the basic per pupil foundation grant paid to the District by the State for the 2000-2001 school year, as compared to that for the 1999-2000 school year.

D. 1997-98 through 2000-2001 "Early Severance Improvement Factor"

For the school years 1997-98 through 2000-2001, annual salary improvements as provided in Section C, shall be subject to an additional Early Severance Improvement Factor, which shall be equal to the total of adding one-tenth of one percentage point for each bargaining unit member with at least ten (10) years of service in the District who irrevocably tenders his or her resignation as a District Employee during the immediately preceding school year with said resignation to be effective at the end of the semester in which the resignation notice is tendered and who submits (and does not revoke) the release attached as Appendix H hereto. Any Early Severance Improvement Factor required by this provision after the 1997-98 school year shall be applied effective upon the beginning of the second semester for the applicable year, in addition to the COLA for that year.

This provision terminates as of August 15, 2001 and there shall be no Early Severance Improvement Factor applied after the 2000-2001 school year.

E. 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, effective in the 1997-98 school year, 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:

For the 1997-98 school year	\$300.00
For the 1998-99 school year	\$400.00
For each subsequent school year	\$500.00

APPENDIX C (Cont.)

F. Insurance Benefits

1. Effective February 1, 1997, or as soon as possible thereafter, 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 Super Care I PAK A, containing the following:
 - a. \$30,000 Term Life Insurance
 - b. MESSA Super Med 1 with MESSA-CARE Rider
 - c. Delta Dental Plan 80-80-50 with Orthodontic Rider 0-1
 - d. MVP II - 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, 30 calendar day wait in 1996-97, 45 calendar day wait for 1997-98, and a 60 calendar day wait for 1998-99 and each year thereafter.
2. Unit members not electing to receive health insurance from the District through the above PAK, shall receive an annuity contribution of \$1,200.00 per year. When both husband and wife are employees of the District, one spouse must opt for this annuity 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.

APPENDIX D (1)
GIBRALTAR SCHOOL DISTRICT
Teacher Evaluation Form

Teacher's Name _____ Date _____
 Building _____ Assignment _____ Evaluator _____
 Current Status _____ Pre-evaluation Conference Date _____ Initials _____

DIRECTIONS: Please indicate in the spaces provided for each criteria the level of performance attained. (NOTE indicates "NO Opportunity to Evaluate", SBC indicates "Standard Below Criteria" which requires specific recommendations for improvement and a follow-up evaluation, SMC indicates "Standard Meets Criteria", O indicates "Outstanding" with supportive rationale.)

	N O T E S					S M C O	SUPPORTIVE COMMENTS/ SUGGESTIONS FOR COLUMNS SBC & O REQUIRED
	E	S	B	C	O		
I. INSTRUCTIONAL METHODS							
A. Stimulates students' thinking and class participation							
B. Provides purposeful, challenging activities and exhibits enthusiasm in presentation of unit							
C. Provides appropriate materials throughout the unit							
D. Effectively provides concise instructions, assistance and communication with students							
E. Encourages students to develop productive work and study habits							
F. Pupil evaluations are consistent, continuous, thorough and diagnostic							
II. CLASSROOM MANAGEMENT							
A. Classroom Discipline							
1. Motivates students toward self discipline and academic/personal responsibility							
2. Maintains classroom control in a friendly, relaxed manner							
3. Uses positive reinforcement							
4. Promotes self directed student learning							
5. Attempts to be fair and objective in dealing with behavioral situations							

SUPPORTIVE COMMENTS/
SUGGESTIONS FOR COLUMNS
SBC & O REQUIRED

N
O S S
T B M
E C C O

	N	O	S	S	T	B	M	E	C	C	O
B. Classroom Appearance											
1. Maintains a healthful, safe classroom environment											
2. Displays student projects and other educational material associated with unit of instruction											
III. PROFESSIONAL RESPONSIBILITY											
A. Shows promptness and accuracy relating to school schedules, appointments and deadlines											
B. Demonstrates command of subject matter											
C. Shows initiative, resourcefulness and willingness to experiment											
D. Is receptive to recommendations for self improvement											
E. Receptive toward professional growth, contributes to in-service programs, or participates in voluntary workshops, etc.											
F. Uses confidential student information in a judicious manner as per law											
G. Demonstrates evidence of professional ethics through support of school regulations and policies											
IV. RELATIONSHIPS											
A. Teacher - Student											
1. Demonstrates equitable and consistent treatment of students											
2. Maintains an atmosphere of mutual respect and tolerance											
3. Considers personal needs and self dignity of students											
4. Creates a courteous and friendly classroom atmosphere											
5. Demonstrates a healthy sense of humor											

SUPPORTIVE COMMENTS/
SUGGESTIONS FOR COLUMNS
SBC & O REQUIRED

N O S S
T B M
E C C O

B. Teacher - School Personnel					
1. Communicates and works cooperatively with school personnel					
2. Uses support services, school resources or personnel to gain knowledge and understand of students					
C. Teacher - Parent					
1. Attempts to establish cooperative relations with parents					
2. Initiates contact with parents to inform them of student progress and performance					
3. Uses parent conferences as an educational aid					
4. Encourages the improvement of school-community relations					
V. PLANNING AND ORGANIZATION					
A. Indicates awareness and teaching of school curriculum					
1. Uses appropriate instructional materials					
2. Maintains lesson plans and adheres to time schedule					
3. Organizes and implements instruction around objectives					
4. Provides appropriate lesson plans for substitute teachers					
B. Demonstrates flexibility in making and/or meeting change					

VI. SUMMARY OF OVERALL JOB PERFORMANCE

A. Teacher Supplemental Information. (Please list all activities which you feel have contributed to your effectiveness in teaching. Items which might be included are professional organizations, courses, workshops, extra-curricular activities, peer planning and interaction, professional reading, etc.)

B. Evaluator's Recommendations for Improvement and Follow-up Evaluation. (Follow-up evaluation statement to be attached to this form no later than one semester following original evaluation.)

C. Overall Performance - Satisfactory or Unsatisfactory.

D. Date of Post Evaluation Conference _____

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

**APPENDIX D (2)
GIBRALTAR SCHOOL DISTRICT**

**Evaluation Form for Counselors, Media Specialists,
Psychologists, Social Workers and Speech Therapists**

Not all parts of this form are applicable to all job classifications listed in title

Specialist's Name _____ Date _____
 Building _____ Assignment _____ Evaluator _____
 Current Status _____ Pre-evaluation Conference Date _____

Directions: Please indicate in the spaces provided for each criteria the level of performance attained:
 NOTE "No Opportunity to Evaluate" or not applicable
 SBC "Standard Below Criteria" which requires specific recommendations for improvement and a follow-up evaluation
 SMC "Standard Meets Criteria"
 O "Outstanding" with supportive rationale

N S S O SUPPORTIVE COMMENTS
 O B M FOR COLUMNS
 T C C SBC & O REQUIRED
 E

I. EVALUATES THE NEEDS OF STUDENTS

A. Academic abilities and achievement and/or graduation requirements					
B. Cognitive ability					
C. Behavioral stability and maturity					
D. Social/emotional adjustment					
E. Speech & language levels					
F. Goals and aspirations					

II. PROFESSIONAL COMPETENCIES DEMONSTRATED BY:

A. Ability to interpret/utilize test data					
B. Understanding the curriculum to interface it with student needs					
C. Ability to apply specialized laws, rules and regulations					
D. Adherence to professional ethical standards					
E. Maintaining liaison with outside agencies					
F. Making necessary referrals					
G. Maintaining accurate records					
H. Effective communication skills—written, oral, conferencing					
I. Adherence to professional ethical standards					

III. PROFESSIONAL RESPONSIBILITY

A. Shows promptness and accuracy relating to school schedules appointments and deadlines					
B. Shows initiative, resourcefulness and follow-through					
C. Receptive toward professional growth: contributes to in-service programs, or participates in workshops, seminars, additional course work, professional reading, etc.					
D. Demonstrates evidence of professional ethics through support of school regulations and policies					

IV. RELATIONSHIPS

A. Specialist - Student					
1. Demonstrates equitable and consistent treatment of students					
2. Maintains an atmosphere of mutual respect and tolerance					
3. Creates a courteous and professional atmosphere					
B. Specialist - School Personnel					
1. Communicates and works cooperatively with school personnel					
2. Uses school resources to gain knowledge and understanding of students					
C. Specialist - Parent					
1. Attempts to establish cooperative relations with parents					
2. Contact with parents to inform them of student progress, performance, etc.					

V. PLANNING AND ORGANIZATION

A. Maintains a healthful, functional work environment					
B. Neat and attractive area					
C. Records/material/equipment is organized and accessible					
D. Displays projects, educational and informational materials associated with unit or specialty					
E. Works with other resources to improve the functioning of the specialty area					
F. Demonstrates flexibility in making and/or meeting change					

SUMMARY OF OVERALL JOB PERFORMANCE

A. Specialist Supplemental Information. (Please list all activities which you feel have contributed to your effectiveness in your assignment. Items which might be included are professional organization, courses, workshops, extra-curricular activities, peer planning and interaction, professional reading, etc.)

B. Evaluator's Recommendations for Improvement and Follow-up Evaluation. (Follow-up evaluation statement to be attached to this form no later than one (1) semester following original evaluation)

C. Overall Performance - Satisfactory or Unsatisfactory _____

D. Date of Post Evaluation Conference: _____

Specialist's Signature _____ Date _____

Evaluator's Signature _____ Date _____

APPENDIX E
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 within ten (10) school days of occurrence.	Principal will meet to resolve violation within fifteen (15) days of occurrence.
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Formal Level I

Filed with Principal or immediate supervisor.	Written grievances filed within five (5) days after informal decision.	Decision rendered with five (5) days of receipt of written grievance.
---	--	---

Formal Level II

Superintendent	Written appeal filed with Superintendent within five (5) 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 thirty (30) days of Superintendent's decision to file demand for arbitration.	Decision of arbitrator is final and binding.
-------------	---	--

_____ Grievance #

**APPENDIX E
Gibraltar School District**

GRIEVANCE REPORT FORM

To: _____ Date: _____
From: _____ 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 BY BUILDING ADMINISTRATOR: _____

Signature Date

Grievance #

APPENDIX E (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 F
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 Superintendent or his designee.

II. JOB DESCRIPTION: _____

III. CERTIFICATION/QUALIFICATION NECESSARY: _____

cc: Superintendent
Building Principal
Union President
Building Representatives

APPENDIX G
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.

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.

APPENDIX G (Cont.)

- 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 H
TEMPORARY EARLY SEVERANCE INCENTIVE PLAN**

To assist the District in dealing with projected short-term financial exigencies, the parties agree that bargaining unit members shall be eligible for early severance incentives as follows:

1. In order to participate in this Plan, the bargaining unit member must have at least ten (10) years of service in the District and be actively employed as of the date the member declares his or her intent to sever employment with the District pursuant to this Plan.
2. An eligible member may only declare his or her intent to participate in this Plan during the forty-five (45) calendar day periods ending on the last school day of October of 1997, 1998, 1999, or 2000, or during the forty-five (45) calendar day period ending on May 15, 1997, or during the forty-five (45) calendar day periods ending on the last school day of February 1998, 1999, or 2000.
3. In order for the declaration to be effective, the eligible member must tender to the District's Business Office his or her notice of resignation on the form attached hereto during the election periods set forth above, with said resignations being irrevocable, taking effect at the end of the then current semester, and waiving any right to reinstatement or re-employment by the District after the effective date of the resignation, as well as with an executed copy of the Release. The District shall accept all resignation notices tendered in accordance with this Plan.
4. In consideration of members declaring their right to the early severance incentive in accordance with the above, and severing their employment in accordance with their notice, each full-time member so severing his or her employment will receive monthly payments (less required withholdings) for forty-eight (48) consecutive months, commencing with the March following resignations effective at the end of the first semester or commencing with October following resignations at the end of the second semester, in accordance with the following schedule:

<u>SCHOOL YEAR OF DECLARATION</u>	<u>MONTHLY INCENTIVE PAYMENT</u>
1996-1997	\$900.00
1997-1998	\$800.00
1998-1999	\$700.00
1999-2000	\$700.00

5. Eligible part-time members so severing their employment shall be entitled to receive incentive payments on a pro rata basis.
6. If the member dies before the end of the forty-eight (48) month period, the surviving spouse or the estate or trust of the member at the time of death shall continue to receive the balance of payments remaining to the extent applicable and as allowed by law.
7. If thirty members elect to participate in this plan prior to the last year of its operation, they the parties will meet and consider whether the plan shall continue in light of the District's financial situation at that time. Any decision to terminate the plan at this time, shall only be upon the agreement of the parties.
8. The above incentives shall not be available at any time, either during the life of this Agreement, or thereafter, other than with regard to resignation declarations tendered by eligible members during the periods specified above, and as specified above.

APPENDIX I
CLASS SIZE MEMORANDUM OF AGREEMENT

Should the Gibraltar School District during the life of this Agreement be under a required deficit elimination program with the State of Michigan, the maximum class sizes as Provided in Article XXI may be increased by up to seven (7) students. The first three (3) of such overages shall result in affected teachers being compensated pursuant to Article 21.4. For the next two (2) of such overages, affected teachers with such overages shall be paid stipends for such additional overages per applicable marking period, as follows:

Number of Students Over Stated Maximums	Grades K-6	Grades 7-12 (per class period)
4	\$700	\$140
5	\$850	\$170

For the next two (2) of such overages, which will only be assigned on a voluntary basis, the stipends for the affected teachers, per marking period, shall be as follows:

6	\$1,000	\$200
7	\$1,150	\$230

In any event, where students use work stations in science, typing, computers, homemaking, industrial arts and drafting classes on a regular basis as a part of the course curriculum, the normal number of students per work station shall not be affected by the overages allowed above.

No teacher shall be compelled to accept students under this Memorandum of Agreement if no reasonable available seating/work can be arranged.

It is expressly understood and agreed that the terms of this Memorandum of Agreement will terminate and have no further effect at the end of the 2000-2001 school year.

Gibraltar Education Association

Gibraltar School District

Date

Date

APPENDIX J
MEMORANDUM OF UNDERSTANDING REGARDING THE
INTENT OF THE PARTIES

This Memorandum of Understanding serves as an elaboration of the parties' intent as to how the COLA language and salary schedules will be determined under the 1997-2001 collective bargaining Agreement (the "Contract") between the Gibraltar Education Association and the Gibraltar School District. Accordingly, the parties understand and agree to the following:

First, the salary payout for the entire 1996-97 school year shall be based upon the salaries in Section C(1)(b) of Appendix C of the Contract. There shall be no COLA made thereto at any Time during the 1996-97 school year.

Second, the salary schedule for the entire 1997-98 school year shall be based upon increasing each step of the salary schedule set forth in Section C(1)(c) of Appendix C of the Contract by totaling the following variables: (a) one-half of one percentage point (.005) less than the percent change to the District's basic per pupil foundation grant as received from the State from 1996-1997 to 1997-1998 but not more than 4.0%; plus (b) one-tenth of a percentage point (.001) for each teacher with at least ten (10) years of service terminating their employment with the District during the 1996-1997 school year. Once this calculation is applied to the 1996-1997 adjusted salary schedule, three-thousand (\$3,000) dollars shall be added to the MA Max and the salary schedule shall be adjusted on a pro rata basis to reflect that adjustment. Thus, for purposes of (a), if the foundation grant increases by three and five tenths (3.5%), the variable for this calculation will be 3.0% (which is still within the 4.0% cap). This variable, however, can never exceed 4.0%. For purposes of (b), if twelve (12) teachers with ten (10) years of service terminated their employment in the 1996-1997 school year, then that variable for this calculation will be 1.2%. (This variable is not capped.) In this instance, the calculation would total 4.2% and as a result the salary schedule in Section C(1)(c) of Appendix C would be adjusted by 4.2%. The \$3,000 MA Max adjustment shall also be made. There shall be no COLA made at any time during or for the 1997-1998 school year except as described in this paragraph.

Third, in the 1998-1999 school year, teachers will for the first semester, continue to be paid pursuant to the salary schedule calculated for the 1997-1998 school year. Effective upon the beginning of the second semester, that salary schedule will be adjusted by a COLA of no less than 2.0% but no more than 4.0%, with the maximum still capped based on the calculation described as to variable "a" above- so long as the COLA increase is at least 2.0%. It is further understand and agreed that all COLAs (in any year during the life of the Contract) shall be subject to and in accordance with the parameters set forth in Section C of Appendix C.

Fourth, in the 1999-2000 school year, teachers will, for the first semester, continue to be paid pursuant to the salary schedule in effect for the second semester of the 1998-1999 school year. Effective upon the beginning of the second semester of the 1999-2000 school year, that salary schedule will be adjusted by a COLA of no less than 2.0% but no more than 4.0%, with the maximum capped at the percent increase to the District's basic per pupil foundation grant as received from the State in that year as compared to the prior year. Thus, if the foundation grant increases by 3.0% but the CPI increases by 3.25%, the COLA applied to the schedule will be 3.0%. If the CPI increases by 2.25% but the foundation grant increases by only 1.75%, then the COLA applied to the schedule will be 2.0%. If the CPI increases by 3.0% and the foundation grant increases by 3.25%, then the COLA applied to the schedule will be 3.0%.

Fifth, in the 2000-2001 school year, teachers will for the first semester, continue to be paid pursuant to the salary schedule in effect for the second semester of the 1999-2000 school year. Effective upon the beginning of the second semester of the 2000-2001 school year, that salary schedule will be adjusted by a COLA of no less than 2.0% but no more than 4.0%, with the maximum capped at the percent increase to the District's basic per-pupil foundation grant as received from the State in that year as compared to the prior year.

Sixth, upon the expiration of the Contract and to the extent COLA is still deemed a continuing benefit under the Public Employment Relations Act through case law or statutory changes, the COLA will revert to a minimum payout of 2.0% and a maximum payout of 4.0%, subject to negotiations and the rights of the parties under the Public Employment Relations Act.

APPENDIX J (Cont.)
MEMORANDUM OF UNDERSTANDING REGARDING THE
INTENT OF THE PARTIES

Seventh, in addition to the COLAs for the 1998-1999 through 2000-2001 school years, there may be an Early Severance Improvement Factor applied and rolled in to the schedules for those years - also upon the beginning of the second semester. This Factor is calculated pursuant to Section D of Appendix C. It is the parties' intent that the availability of this Improvement Factor only apply to the specific years indicated in the Contract and in no other year, either during or after the term of the Contract.

Eighth, Mr. Filkins is not eligible for the benefits under the Early Severance Incentive Plan. Any teacher who has tendered a resignation notice during the 1996-1997 school year prior to the effective date of the Contract but whose resignation has yet to become effective, may however participate in the Early Severance Incentive Plan if he/she rescinds his/her notice and submits a notice pursuant to the terms of the Plan instead.

Ninth, the longevity payments will be lump sum payments of \$300, \$400 or \$500 as applicable in a given year with said annual sums not to be rolled into the salaries.

Gibraltar Education Association

Gibraltar School District

Date

Date

U.S. Department of Labor Program Highlights



Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the

current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or

This is one of a series of fact sheets highlighting U.S. Department of Labor programs. It is intended as a general description only and does not carry the force of legal opinion.

— to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

— If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

— FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

— any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

— Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

(1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:

- treatment two or more times by or under the supervision of a health care provider; or

- one treatment by a health care provider with a continuing regimen of treatment; or

(2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or

(3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or

(4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or

- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; or

- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or

- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and

other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;

- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;

- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and

- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by 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 FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily

resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required 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 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 "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. (An interim final rule was published in the Federal Register on June 4, 1993.) For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

GIBRALTAR EDUCATION ASSOCIATION MEA/NEA

Helen Brish 8-7-97
Helen Brish, President Date

Lynda K. Kapron 8-6-97
Lynda Kapron, Chief Negotiator Date

Evelyn Baran 8/12/97
Evelyn Baran, Uniserv Director MEA/NEA Date

Barbara Golembiewski 8-7-97
Barbara Golembiewski, GEA Negotiator Date

Michael J. Hoffman 8-7-97
Michael Hoffman, GEA Negotiator Date

Mark L. Nyholm 8-7-97
Mark Nyholm, GEA Negotiator Date

Mark L. Steffensky 8-7-97
Mark Steffensky, GEA Negotiator Date

GIBRALTAR BOARD OF EDUCATION

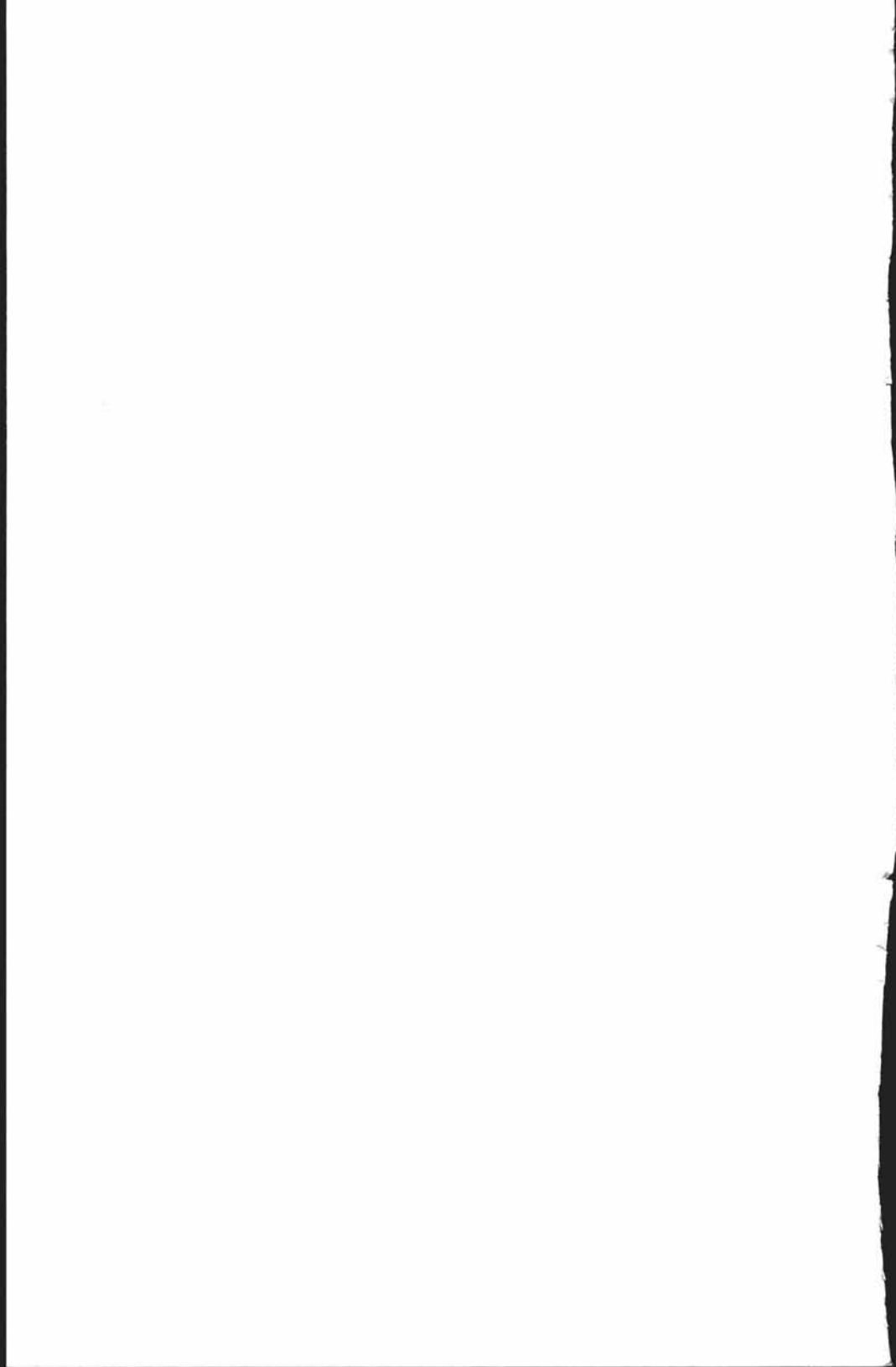
James T. Huskin 8/13/97
President, Board of Education Date

Janice Andryewski 8-14-97
Secretary, Board of Education Date

Keith O. Provost
Keith Provost, Negotiator Date

Stanley Kochanski 8/6/97
Stanley Kochanski, Negotiator Date

Contract date: March 18, 1997 - August 15, 2001



GIBRALTAR EDUCATION ASSOCIATION MEA/NEA

Helen Brish 8-7-97
Helen Brish, President Date

Lynda K. Kapron 8-6-97
Lynda Kapron, Chief Negotiator Date

Evelyn Baran 8/12/97
Evelyn Baran, Uniserv Director MEA/NEA Date

Barbara Golembiewski 8-7-97
Barbara Golembiewski, GEA Negotiator Date

Michael J. Hoffman 8-7-97
Michael Hoffman, GEA Negotiator Date

Mark L. Nyholm 8-7-97
Mark Nyholm, GEA Negotiator Date

Mark L. Steffensky 8-7-97
Mark Steffensky, GEA Negotiator Date

GIBRALTAR BOARD OF EDUCATION

James T. Huskin 8/13/97
President, Board of Education Date

Janita Andryewski 8-14-97
Secretary, Board of Education Date

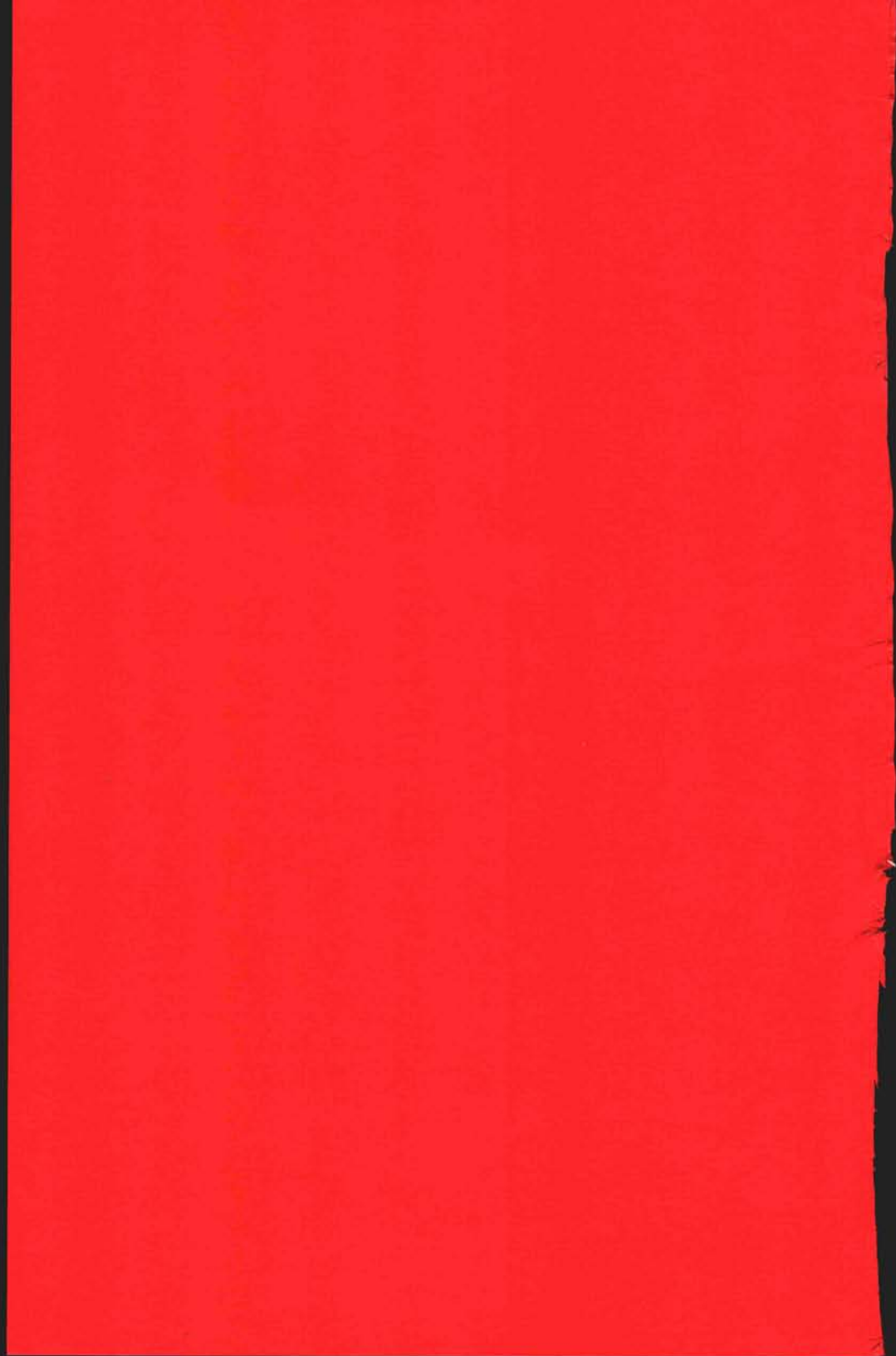
Keith O. Provost
Keith Provost, Negotiator Date

Stanley Kochanski 8/6/97
Stanley Kochanski, Negotiator Date

Contract date: March 18, 1997 - August 15, 2001







8/31/2005

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JAN 14 2000

MASTER AGREEMENT

BETWEEN

THE GIBRALTAR BOARD OF EDUCATION

AND

THE GIBRALTAR EDUCATION ASSOCIATION

MEA/NEA

SEPTEMBER 1999

To

AUGUST 31, 2005

9/13/99
1A/99
8/30/99

Michael [Signature]
[Signature]
[Signature]

Gibraltar School District

*ORIGINAL LATEST
GOOD ONE*

8/30/99
TA
E.S.B.

INTRODUCTION

It is agreed by the Gibraltar Board of Education and the Gibraltar Education Association, MEA/NEA, that the language in the current contract (expiring August 15, 2001) is a fair and equitable method of determining annual salaries and also provides the Board assurance of the ability to meet payroll.

It is for the above stated reason that both the Gibraltar Board of Education and the Gibraltar Education Association, MEA/NEA, agree to extend the current contract due to expire August 15, 2001 to August 31, 2005. They also agree to provide an extension of the severance incentive plan.

This agreement to extend the contract includes changes in Article II, Appendix C, Sections B, C, D, E and G, Appendix H and Article IX.

Other than specific modifications specified in this extension agreement, all other wages, hours and conditions of employment remain as specified in the 1997-2001 contract.

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8/30/05
T.A.
D.F.

**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 31, 2005. 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.

**APPENDIX C
SALARY AND FRINGE BENEFITS**

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

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 1999, 2000, 2001, 2002, 2003 and 2004 respectively, from the CPI of June 2000, 2001, 2002, 2003, 2004 and 2005 respectively, the difference shall be divided by the CPI of June 1999, 2000, 2001, 2002, 2003, and 2004 respectively. This percentage increase shall be applied to each step of each salary schedule at the start of the second semester of 2000-2001 and the first semester of 2001-2002, 2002-2003, 2003-2004 and 2004-2005. Subject to paragraph C, below, and the contemporaneously executed Memorandum of Understanding which is incorporated here, such increases are to be no less than two (2.0%) percent, nor more than four (4.0%) percent.

M.S.


APPENDIX C (Cont.)

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C.2. Salaries (2000-2001 to 2004-2005)

- d. For the school years 2000-2001 to 2004-2005, a COLA shall be applied which is no less than 2.0% nor more than 4.0% with the maximum COLA payout to be capped at the percent change in the basic per pupil foundation grant paid to the District by the State for the 2000-2001 school year, as compared to that for the previous year, 1999-2000, and each subsequent year to 2004-2005.

D. 1997-98 through 1999-2000 "Early Severance Improvement Factor"

For the school years 1997-98 through 1999-2000, annual salary improvements as provided in Section C, shall be subject to an additional Early Severance Improvement Factor, which shall be equal to the total of adding one-tenth of one percentage point for each bargaining unit member with at least ten (10) years of service in the District who irrevocably tenders his or her resignation as a District Employee during the immediately preceding school year with said resignation to be effective at the end of the semester in which the resignation notice is tendered and who submits (and does not revoke) the release attached as Appendix H hereto. Any Early Severance Improvement Factor required by this provision after the 1997-98 school year shall be applied effective upon the beginning of the second semester for the applicable year, in addition to the COLA for that year.

This provision terminates as of August 15, 2000 and there shall be no Early Severance Improvement Factor applied after the 1999-2000 school year.

E. 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, effective in the 2000-2001 school year, 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:

- a. For the school years 2000-2001 to 2004-2005, a COLA shall be applied to the BA base which is no less than 2.0% nor more than 4.0%, with the maximum COLA payout to be capped at the percent change in the basic per pupil foundation grant paid to the District by the State for the 2000-2001 school year, as compared to that for the 1999-2000 school year and each subsequent year to 2004-2005.

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APPENDIX C (Cont.)

- G. The Board and Gibraltar Education Association, MEA/NEA, will jointly investigate and jointly determine any change in insurance carrier or other means to provide like benefits, services, and plan administration at less cost. To this end, it is agreed to form a joint committee in October 1999 to review, study and discuss alternatives. Any change must be ratified by both parties before taking effect.

APPENDIX H
TEMPORARY EARLY SEVERANCE INCENTIVE PLAN

- 4. In consideration of members declaring their right to the early severance incentive in accordance with the above, and severing their employment in accordance with their notice, each full-time member so severing his or her employment will receive monthly payments (less required withholdings) for forty-eight (48) consecutive months, commencing with the March following resignations effective at the end of the first semester or commencing with October following resignations at the end of the second semester, in accordance with the following schedule:

<u>School Year of Declaration</u>	<u>Monthly Incentive Payment</u>
2000-2001	\$600.00 per month
2001-2002	-0-
2002-2003	-0-
2003-2004	\$600.00 per month
2004-2005	\$500.00 per month

NOTE: Eligible members denied severance in the initial year (1996-97) will receive an extension through year 2000-2001 at a rate of \$700.00 per month.

ARTICLE IX (Cont.)

- E. The sixty (60) minutes is based on the teacher assignment and scheduling in the high school. If, through unavoidable necessity deriving from the instructional needs of students or limitations of financial resources, and if the District is operating under a state imposed deficit reduction plan, the length of class periods in the high school, the sixty (60) minutes, may be altered accordingly. Any such change, however, shall be subject to negotiations between the parties. If no agreement is reached by the parties and at least 24 hours have passed since first meeting, the Board may implement its position and the issue may be submitted to third party binding arbitration.

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GIBRALTAR EDUCATION ASSOCIATION MEA/NEA

Mark Steffensky 9-13-99
Mark Steffensky, President Date

Chief Negotiator Date
Evelyn Baran 9-13-99
Evelyn Baran, Uniserv Director MEA/NEA Date

GEA Negotiator Date

GEA Negotiator Date

GEA Negotiator Date

GEA Negotiator Date

GIBRALTAR BOARD OF EDUCATION

Spencer L. Hawkins 12/9/99
President, Board of Education Date

Linda Andrzejewski 1/11/00
Secretary, Board of Education Date

Negotiator Date

Negotiator Date

Contract date: September 1999 – August 15, 2005