

1337

8/31/93

WORKING CONDITIONS  
BETWEEN  
THE GIBRALTAR BOARD OF EDUCATION  
AND  
THE GIBRALTAR EDUCATION ASSOCIATION  
MEA/NEA  
PURSUANT TO JUDGE HARWOOD'S COURT ORDER

SEPTEMBER 1, 1989

TO

AUGUST 31, 1993

*Gibraltar School District*

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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 all 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, 8/31/93. Salary and fringe benefits are effective 9/1/89. 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, 1993, either party may request the opening of negotiations for a new agreement. Any notices required hereinunder 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 the 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 durations 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 in the State of Michigan, 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 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, junior high, and 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 non-compliance and proof of service shall be attached to said charges.
  - C. The Employer, only upon receipt of said charges and request for termination shall conduct a hearing on said charges and to the extent said employee is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Union, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.
- 5.5 With respect to all sums deducted by the Employer pursuant to the authorization of the employee, whether for the professional dues, representation benefit fee, or assessments, the Board agrees promptly to distribute said sums upon direction of the Union.
- 5.6 This Article shall be effective as of the date of the Agreement and all sums payable hereunder shall be determined from said date.
- 5.7 The Union agrees to assume the legal defense of any suit or action brought against the Employer, each individual Board member and all administrators and hold same harmless regarding paragraphs 5.3 through 5.6 of this provision. The union further agrees to indemnify the Employer of any costs or damages in all court or administrative agency costs that may arise out of or by reason of action taken by the Employer in complying with this provision, which may be assessed against the Employer, as a result of said suit or action, subject however to the following conditions:
- A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
  - B. The Union, after consideration with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Employer by any court or tribunal.

C. The Union shall have the right to compromise or settle any claim against the Employer under this section.

5.8 The Union shall be provided adequate bulletin board space in a place readily accessible to teachers in each school for the posting of notices and other materials relating to Union activities. Such bulletin board shall be clearly identified as Union bulletin boards and their upkeep and appearance shall be the sole responsibility of the Union. The Union shall have the right to have official Union business material placed in the mailboxes of teachers, provided this privilege is not abused or misused. Such material shall not be detrimental to the School District, nor to any individual. School rooms shall be made available for Union meetings according to building use policy, or upon approval by the appropriate administrator. Outside regular school hours, the Union shall have the right to use school equipment for the preparing and duplicating of information for employees. The union shall supply its own materials.

5.9 The Union shall submit to the Employer an official directory of all Union officers and representatives on Union stationery every time there is a change in official representation. This shall be done as soon as possible after any changes.

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

Annually the Union shall have 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.

- 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 Eight (8) elected Union officers, specifically, President, Vice President, Secretary, Treasurer, Secondary Delegate, Elementary Delegate, Region II Delegate, and PAC Delegate who meet the requirements of the Michigan Teacher Tenure Act, shall be placed at the top of the seniority list by virtue of their position in the Union for lay-off purposes only. Union negotiators shall be granted super-seniority for layoff purposes only, provided that each negotiator is a tenured teacher. Super-seniority will commence on the Board's receipt of an official Union correspondence, signed by the Union President, stating the names of the negotiators.
- 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.

#### Disciplinary Action.

- 6.4 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 reach a resolve at the earliest possible step. It is the past practice of the parties to mutually agree to grant extensions of time limits when so requested. The parties hereby mutually agree that this past practice shall continue, whenever possible, for the purpose of resolving grievances under this agreement.

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) working days after the grievance is presented, the grievance may be submitted in writing to the Superintendent or his designee within five (5) working days after the principal's decision is communicated to the Union, or within ten (10) calendar 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) calendar days from the date the written grievance was presented to the Superintendent or his designee. Within five (5) working 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.

The arbitrator's authority is limited to the following:

1. 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.

2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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:
1. Failure of the Board to follow teacher recommendations for school facilities.
  2. Failure of the Employer to follow advisory recommendations coming from employee committees.
  3. 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 employee's school or at the administration building. A representative of the Union may, at the employee's request, accompany the employee in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. 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-Pawlecki 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 shall be agreed upon during negotiations and appears as Appendix A. The calendar will reflect 185 teacher work days and 180 student days, constituting a minimum of 900 student clock hours.



A. School Counselors and Librarians. The school year will be extended to a maximum of ten (10) days longer than the classroom teachers at the discretion of the Superintendent. Pay shall be determined on a per diem basis.

9.2 The student's school day shall conform to current requirements as determined by the Board of Education. Teachers regular daily hours of employment as generally acknowledged district-wide shall not be lengthened beyond the highest number of daily regular hours during the 1982-83 school year, except as specified in Section 9.12.

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. 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.

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 seventy-five (75) 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 seventy-five (75) minutes per day may be obtained as an average per week.
- B. The seventy-five (75) 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 the duty-free lunch, the seventy-five (75) minutes may be reduced on a voluntary basis for lunch hour supervision at the rate set forth in Appendix B.
- D. Except for the duty-free lunch, the seventy-five (75) minutes may be reduced on a voluntary basis, for the purpose of meeting substitution requirements at the rate set forth in Appendix B.
- E. The seventy-five (75) 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 seventy-five (75) 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, the employee shall be relieved of duty when such classes are in session for the purpose of additional 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.

- 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 employees 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.
- 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 Discipline is a relative matter; it is relative to the individual attributes of pupils, employees, and administrator. There is no panacea which will assure solution to all discipline problems.
- 10.2 Building principals will render to employees whatever assistance is necessary in the maintenance of good classroom management.
- 10.3 Employees will be provided with the Student Code of Conduct Guidelines if requested.
- 10.4 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 make every reasonable effort to 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.
- 10.5 When an employee makes a referral to the administrator for a discipline problem not covered in the Student Code of Conduct, it must be understood that there are no guidelines for disciplinary action and the best judgment 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 made.
- 10.6 A student who attacks an employee or commits bodily harm shall, except for extremely mitigating reasons acceptable to the employee, be suspended from school.
- 10.7 A student who is a discipline problem for one employee, may for a good and proper cause be reassigned to another employee, after consultation with the employees involved. Students will not be assigned to but may be temporarily retained in the library or media room for control purposes until the administration can make alternative arrangements, which should be as soon as possible.
- 10.8 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.

- 10.9 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 exceptionality 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 teachers' intentions should be honored except where a need takes precedence.
- 11.3 The use of the public address system in school should be scheduled for times which are least disruptive to the teaching/learning process. Obviously, there are those occasions of extreme emergencies. Guidelines for usage of the PA involvement should be discussed at the building level and faculty meetings. The intent of this paragraph is to strive for mutual cooperations between all parties.
- 11.4 Inasmuch as possible, parent-employee conferences shall be made via the appointment route. 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 observation by parents or other non-administrative personnel will be undertaken only after the classroom employee in question has been given prior notification and a mutual time is agreed upon within forty-eight (48) hours. 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 of the collection and accounting of student fees or financial obligations.

#### ARTICLE XII DESIGNATED ADMINISTRATOR

- 12.1 At schools with no full-time Assistant Principal assigned, the principal shall designate one teacher and one alternate for the year who will voluntarily assume administrative responsibilities as directed by the principal. When the principal is scheduled to be absent from the district for a full day, a substitute shall be scheduled to relieve the designated teacher.
- 12.2 Administrative duties require a teacher to administer the building in a manner which is consistent with building and district policies, but the teacher shall not assume such administrative duties as evaluation of staff. Under no circumstances shall the building be administered by clerical or unauthorized personnel.

#### 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 representative. The building administrator and building representative will both initial and date any posting as being received. If interest in a posted open position is not expressed within ten (10) working days from posting, it shall be assumed there is no interest on the part of staff and the vacancy shall be filled as if this provision did not exist.

2. Notice of Open Positions During the Summer Months - Information regarding openings shall be available, as they occur, at the Board of Education office. 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 a 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, Secondary Junior High, Secondary 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.



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. 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 determined 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 Junior High Level:  
Commencing September, 1983, staff who bid/transfer as a result of layoff, or those who request transfers to the junior high must possess either:

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

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

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 evaluation at least two (2) times during the school year, once each semester. Tenure teachers shall be observed for the purpose of evaluation at least once every three (3) years.
- 16.3 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.
- 16.4 All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of 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.
- 16.5 Any complaint made against a teacher or person for whom the teacher is administratively responsible, 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 any of the records or files of the Board.
- 16.6 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.
- 16.7 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.
- 16.8 No evaluation shall unduly interfere with the normal teaching/learning process.
- 16.9 A pre-evaluation conference shall be held between the evaluator and the teacher so that the evaluator can be apprised of the teacher's objectives, methods, and materials planned for the

teaching/learning situation to be evaluated. Each teacher shall be apprised of the criteria upon which he will be evaluated.

- 16.10 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. All qualified applicants shall be granted a personal interview. If more than one teacher within the district or other candidates outside the district requests the same positions, the Superintendent will, in his sole discretion, determine who of the applicants will be given the job.

A written reply shall be given to all qualified applicants.

- 17.2 New personnel shall not be hired to fill vacancies until employees under contract have had a chance to apply for vacancies.

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.

#### ARTICLE XIX CURRICULUM DEVELOPMENT AND IMPLEMENTATION

19.1 The Superintendent shall establish and direct a joint curriculum committee consisting of Administrators and Union appointees representing the four levels of instruction: Early Elementary, Upper Elementary, Junior High, and Senior High School.

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
- e. Coordination and implementation of inservice 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.

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 numbers 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 170 in high school and 198 in junior high.	

\*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, with implementation in 1990-91.

\*In the following classes, the number of pupils shall not exceed the number of work stations: Science, Typing, Industrial Arts, Drafting, Homemaking 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. 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 K-3 and 28 per class in 4-6.

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 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.

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 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.

ARTICLE XXII  
SCHOOL FACILITIES

- 22.1 In an attempt to update information on District goals and priorities in matters relative to school facilities and equipment, the Board shall authorize ad hoc building committees of no less than three (3) teachers and the building administrators to submit annual facility reports which, when combined with all other facility reports, shall be directed to the Superintendent no later than June 1 of each year.

The facility report should include priority recommendations covering facility and equipment needs. The Board will strive to remedy inadequacies and establish priorities for future planning. Further, the Board agrees within the limits of available resources to be guided by the desires and needs expressed by the committee. The Board shall address itself specifically to the following areas:

- 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. All classrooms shall be provided with light control devices. This equipment shall include blinds, skylight blinds and a projector screen. The Board is encouraged to apply for federal monies to assist with the project.
- H. 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.
- I. Adequate secretarial help, to assist with clerical work of special staff members such as counselors, librarians, diagnosticians, and school social workers.
- J. One standard typewriter, primary 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.
- K. 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.
- L. 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.
- M. All school building facilities and equipment shall be reasonably up-to-date and in proper working condition.
- N. All school buildings shall have adequate heating, cooling, and air quality mechanical systems.

- 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 the 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 tenure 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.

23.6 Benefits for laid-off employees:

- A. An employee that 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 Article of Leaves of Absence 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 senior, qualified, laid-off staff member for the balance of the semester. If this is not possible, then involuntary transfers shall be made to recall the most senior laid-off teacher. No loss of experience factor or tenure granted by the district shall occur.
- 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. 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.

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, Part IV.
3. Teachers shall accumulate unused sick days, personal business days, and curriculum study days. In addition, each teacher shall be credited with any sick or personal days which were not used from September 1, 1986 through August 31, 1989. These days shall accumulate up to a maximum of 30 days.

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.

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 as 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 pregnant teacher shall provide the Board with a physician's written statement setting forth that she is physically able to continue working.
  4. The teacher shall be permitted to continue working as long as she desires, providing, of course, that she performs all the regular and normal duties and functions of the job and she does not become a Worker's Compensation risk.
  5. The return to duty from leave shall be as set forth in paragraph 24.5. Upon return, a physician's statement shall be provided.

F. Child Care Leave:

1. Child Care Leave, when requested during a pregnancy disability leave, shall be granted with benefits as stipulated in Article 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, provided that payment for these benefits shall be limited to one (1) year for concurrent leaves, and for no more than one (1) year for leaves within a two (2) year period. Beyond one year, subject to the limitations prescribed by the underwriter, employees may elect to continue life insurance and hospitalization coverage at group rates with no cost to the Employer, by remitting premiums directly to the Employer.

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.
- 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.

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

Employees who elect to retire from teaching between the ages of fifty-five (55) through age sixty-five (65) shall receive a one time retirement payment of \$2,000.00 in lieu of provisions as outlined in 26.1.

26.2 Staff who reach retirement age shall be entitled to continue with group coverage plans as 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.

26.3 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. Hospitalization, income protection disability and life insurance shall be provided to the employee, and the employee may participate in other benefits by remitting the premiums directly to the Board. 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 through returning from a leave.
- D. Employees who wish to participate in this program shall notify the Director of Personnel 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).



**GIBRALTAR SCHOOL DISTRICT  
1989-90 SCHOOL CALENDAR**

Teachers Report	September 7, 1989
Students Report	September 8, 1989
First Quarter Ends	November 9, 1989
Records/Meetings Day (No Students)	November 10, 1989
Thanksgiving Recess	November 23 & 24, 1989
Winter Holiday (End of Day)	December 22, 1989
School Resumes	January 2, 1990
First Semester Ends	January 18, 1990
Records/Meetings Day (No Students)	January 19, 1990
Winter Break	February 26, 1990
Third Quarter Ends	March 30, 1990
Spring Holiday (End of Day)	April 12, 1990
School Resumes	April 23, 1990
Memorial Day	May 28, 1990
Last Day Classes Meet	June 12, 1990
Records/Meetings Day (No Students)	June 13, 1990

1st Quarter    47 Days  
2nd Quarter    41 Days

3rd Quarter    47 Days  
4th Quarter    45 Days

Total Student Days = 180

Total Teacher Days - 184

Curriculum  $\frac{1}{2}$  Days: 9/21, 10/12, 11/9, 12/7, 1/11, 2/8, 3/9, 4/12, 5/10

**APPENDIX A**  
**1990-91 SCHOOL CALENDAR**

Teachers Report	September 4, 1990
Students Report	September 5, 1990
First Quarter Ends	November 8, 1990
Records Day (No Students)	November 9, 1990
Thanksgiving Recess	November 22 & 23, 1990
Winter Holiday (1/2 Day for Students)	December 21, 1990
School Resumes	January 3, 1991
First Semester Ends	January 24, 1991
Records Day (No Students)	January 25, 1991
Winter Break (No Students)	February 22 & 25, 1991
Spring Holiday Begins (End of Day)	
Third Quarter Ends	March 28, 1991
Records Day	April 8, 1991
School Resumes	April 9, 1991
Memorial Day	May 27, 1991
Senior Graduation	June 6, 1991
Last Day Classes Meet	June 13, 1991
Records Day (No Students)	June 14, 1991

1st Quarter      47 Days  
2nd Quarter      44 Days

3rd Quarter      42 Days  
4th Quarter      47 Days

Total Student Days = 180

Total Teacher Days = 185

Curriculum 1/2 Days:      10/3, 11/1, 1/14, 2/12, 3/13, 4/11, 5/10

**APPENDIX A**  
**1991-92 SCHOOL CALENDAR**

Teachers Report	September 3, 1991
Students Report (1/2 Day for Students)	September 4, 1991
First Quarter Ends	November 7, 1991
Records Day (No Students)	November 8, 1991
Thanksgiving Recess	November 28 & 29, 1991
Winter Holiday (1/2 Day for Students)	December 20, 1991
School Resumes	January 2, 1992
First Semester Ends	January 23, 1992
Records Day (No Students)	January 24, 1992
Winter Break (No Students)	February 21 & 24, 1992
Third Quarter Ends	April 2, 1992
Records Day	April 3, 1992
Spring Holiday Begins (End of Day)	April 16, 1992
School Resumes	April 27, 1992
Memorial Day	May 25, 1992
Senior Graduation	June 4, 1992
Last Day Classes Meet	June 11, 1992
Records Day (No Students)	June 12, 1992

1st Quarter            47 Days  
2nd Quarter            44 Days

3rd Quarter            47 Days  
4th Quarter            42 Days

Total Student Days = 180

Total Teacher Days = 185

Curriculum 1/2 Days to be Scheduled on Days other than those Scheduled Above.

APPENDIX A  
1992-93 SCHOOL CALENDAR

Teachers Report	September 8, 1992
Students Report (1/2 Day for Students)	September 9, 1992
First Quarter Ends	November 12, 1992
Records Day (No Students)	November 13, 1992
Thanksgiving Recess	November 26 & 27, 1992
Winter Holiday (1/2 Day for Students)	December 18, 1992
School Resumes	January 4, 1993
First Semester Ends	January 28, 1993
Records Day (No Students)	January 29, 1993
Winter Break (No Students)	February 26 & March 1, 1993
Third Quarter Ends	April 1, 1993
Records Day	April 2, 1993
Spring Holiday Begins (End of Day)	April 9, 1993
School Resumes	April 19, 1993
Memorial Day	May 31, 1993
Senior Graduation	June 3, 1993
Last Day Classes Meet	June 17, 1993
Records Day (No Students)	June 18, 1993

1st Quarter	47 Days	3rd Quarter	42 Days
2nd Quarter	44 Days	4th Quarter	47 Days

Total Student Days = 180

Total Teacher Days = 185

Curriculum 1/2 Days to be Scheduled on Days other than those Scheduled Above.

an opportunity to bid for vacant positions, subject to provisions of Article XVIII, 18.2.



APPENDIX B (Con't.)

Salaries in this Appendix shall be determined by multiplying the BA Base times a fixed percentage, effective September 1, 1983, and each year thereafter.

Classification:

I. Sporting Events

A.	Football, B/G Basketball, Baseball, Wrestling, Softball	<u>DECIMAL</u>
	1. Head Coach	. 115
	2. Assistant	. 09
	3. Reserve	. 09
	4. Ninth	. 09
	5. Junior High	. 075
B.	B/G Track, Girl's 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. Junior High	. 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 & Junior High Football; 9th Grade & Junior High Wrestling; Varsity, Reserve, and Junior High Volleyball; Varsity & Junior High Swimming; Varsity & Junior High 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

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

	Band Director/High School	. 102
	Band Director/Jr. High (if assigned)	. 064
	Choral Director/High School	. 032
	Choral Director/Jr. High	. 017
	Band Camp Sponsorship	. 017
	Assistant, Band Camp (if assigned)	. 011
	Student Play Production Director	. 048
	Assistant Play Director	. 024

B. Student, Class Club Activity Sponsorship (In lieu of class time)

	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 & Jr. High	. 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

Junior High Student Council  
Building Trades II

. 039  
. 05

APPENDIX B (Con't.)

IV. Regarding Elementary Activities

1. 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.

- |  |       |
|--|-------|
| 2. Safety and Service                      | .0095 |
| Parsons, Chapman, Hunter, Barrow (Service) |       |
| Parsons, Chapman, Hunter (Safety)          |       |

V. General Assignment - All Units

- |  |       |
|--|-------|
| 1. Journalism (as an after-school activity)  | .0185 |
| Yearbook   | .0260 |
| Jr. High Yearbook  | .0159 |
| 2. P.I.C. Team Leader (In lieu of release time)  | .0223 |
| 3. 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 |
| 4. Adult Education (per hour)  | .0006 |

5.	Summer School (per hour)	.0006
6.	Driver Training (per hour)	.0006
	Driver Training Director	.0239
7.	Hourly teaching substitution (In lieu of release time)	
	55 minute period	.0008
	45 minute period	.0006
	(Elementary to use 45 minute rate)	
8.	Lunch Duty (In lieu of release time)	
	30 minute period	.0004
	60 minute period	.0008
9.	Teachers may accept during periods of non-layoff 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
10.	Designated Teaching Principals	
a.	School with full-time principal	.0012
b.	Without full-time principal (one year)	.0223



APPENDIX C (Part I)  
MATERIAL TO ACCOMPANY 1989-93 TEACHERS SALARY SCHEDULE

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

APPENDIX C - PART 2  
1989-90  
SALARY SCHEDULE

SUBJECT TO M.E.R.C. DETERMINATION

1st Semester 91 days  
2nd Semester 93 days

	BA	(10)	BA + 20	(30)	MA	(10)	MA + 20	(30)	Ed. Spec. PhD (40)
1	22,174	22,839	23,505	24,170	25,341	26,101	26,862	27,622	28,386
2	23,149	23,841	24,539	25,233	26,070	26,853	27,640	28,419	29,204
3	24,126	24,846	25,568	26,295	27,537	28,360	29,187	30,014	30,841
4	25,466	26,226	26,991	27,756	29,239	30,116	30,991	31,873	32,748
5	26,802	27,606	28,413	29,216	30,946	31,876	32,802	33,728	34,663
6	28,145	28,986	29,831	30,674	32,895	33,881	34,867	35,856	36,845
7	29,851	30,745	31,643	32,535	35,088	36,141	37,196	38,246	39,298
8	31,679	32,627	33,577	34,531	37,280	38,400	39,520	40,636	41,754
9	33,867	34,886	35,902	36,919	39,720	40,909	42,101	43,294	44,484
10	36,059	37,143	38,230	39,306	42,154	43,418	44,684	45,948	47,215
11	39,019	40,187	41,364	42,535	45,984	46,975	48,094	49,211	50,452

## SALARY SCHEDULE

1990-91

SUBJECT TO M.E.R.C. DETERMINATION

	BA	(10)	BA + 20	(30)	MA	(10)	MA + 20	(30)	Ed. Spec. PhD (40)
1	22,839	23,524	24,210	24,895	26,101	26,884	27,668	28,451	29,238
2	23,843	24,556	25,275	25,990	26,852	27,658	28,469	29,272	30,080
3	24,850	25,591	26,335	27,084	28,363	29,211	30,063	30,914	31,766
4	26,230	27,013	27,801	28,589	30,116	31,020	31,921	32,829	33,730
5	27,606	28,434	29,265	30,092	31,874	32,832	33,786	34,740	35,703
6	28,989	29,856	30,726	31,594	33,882	34,898	35,913	36,932	37,950
7	30,747	31,667	32,592	33,511	36,141	37,225	38,312	39,393	40,477
8	32,629	33,606	34,584	35,567	38,398	39,552	40,706	41,855	43,007
9	34,883	35,933	36,979	38,027	40,912	42,136	43,364	44,593	45,819
10	37,141	38,257	39,377	40,485	43,419	44,721	46,025	47,326	48,631
11	40,190	41,392	42,605	43,811	47,364	48,384	49,537	50,687	51,966

APPENDIX C (Part 4)

The following fringe benefits will begin January 1, 1990 or earlier, and continue for the duration of the contract:

The Board shall provide to each bargaining unit member upon application, the following:

- a) \$30,000 Term Life Insurance
- b) MESSA Super Med 2 with MESSA-CARE rider
- c) In lieu of health insurance, an annuity in the amount of \$1,200 per year.
- d) Delta Dental Plan 80-80-50 with Orthodontic Rider 0-1
- e) MVP II - Vision Plan
- f) Long-term Disability Insurance with a maximum monthly benefit of \$2,500, Alcohol/Drugs 2 years, Mental/Nervous 2 years, 66 2/3%, Freeze on offsets.

1989-90: 7 Day Wait  
1990-91: 10 Day Wait  
1992-92: 10 Day Wait  
1992-93: 30 Day Wait

g) MEALS II

The Board and Gibraltar Education Association, MEA/NEA, will jointly investigate and jointly determine any change in insurance carrier to provide like benefits, services, and plan administration for less cost. In no event are the benefits to be less than currently provided.

In the event that a teacher is disabled through injury or illness, the Board shall continue the fringe benefits (except dental) for the duration of such injury or illness.

Any bargaining unit member who chooses to participate in shared staffing or elects to teach half-time shall receive the following benefits only:

- a. \$30,000 Term Life Insurance
- b. MESSA Super Med 2 with MESSA-CARE rider or an annuity in the amount of \$1,200 per year.
- c. Long-term disability insurance.

When both husband and wife are employees of the district, one spouse must opt for the annuity option.

If a teacher 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 school district.

APPENDIX D (1)  
GIBRALTAR SCHOOL DISTRICT  
Teacher Evaluation Form

-1-

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 B C	S M C	O	SUPPORTIVE COMMENTS/ SUGGESTIONS FOR COLUMNS SBC & O REQUIRED
<b>I. INSTRUCTIONAL METHODS</b>					
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					
<b>II. CLASSROOM MANAGEMENT</b>					
<b>A. Classroom Discipline</b>					
1. Motivates students toward self discipline and academic/ personal responsibility					
2. Maintains classroom control in a friendly, relaxed manner					

APPENDIX D



SUPPORTIVE COLUMN 3/  
SUGGESTIONS FOR COLUMNS  
SBC & O REQUIRED

	N O T E	S B C	S M C	O
3. Uses positive reinforcement				
4. Promotes self directed student learning				
5. Attempts to be fair and objective in dealing with behavioral situations				
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 policies				

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	N O T E	S D C	S M C	O	SUPPORTIVE COMMENTS/ SUGGESTIONS FOR COLLENS SBC & O REQUIRED
<u>IV. RELATIONSHIPS</u>					
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					
B. Teacher - School Personnel					
1. Communicates and works cooperatively with school personnel					
2. Uses support services, school resources or personnel to gain knowledge and understanding 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					
<u>V. PLANNING AND ORGANIZATION</u>					
A. Indicates awareness and teaching of school curriculum					

SUPPORTIVE COMMENTS/  
SUGGESTIONS FOR COLUMNS  
SBC & O REQUIRED

	N O T E	S B C	S M C	O	
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 for Columns SBC & O Required
O	B	M		
T	C	C		
E				

II. 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				
I. 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				

**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					

**VI. 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 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:

D. Date of Post Evaluation Conference: \_\_\_\_\_

Specialist's Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX E  
GIBRALTAR TEACHER ASSOCIATION  
GRIEVANCE REPORT TIMETABLE

ARTICLE VII

Date of Violation \_\_\_\_\_

LEVEL	TEACHER AND/OR UNION	ADMINISTRATION BOARD
<u>Informal</u>		
Initiated with principal or immediate supervisor.	Request meeting with principal within 10 school days of occurrence.	Principal will meet to resolve violation within 15 school days of occurrence.
<u>Formal Level I</u>		
Filed with principal or immediate supervisor.	Written grievances filed within 5 days after informal decision.	decision rendered within 5 days of receipt of written grievance.
<u>Formal Level II</u>		
Superintendent	Written appeal filed with Superintendent within 5 days of Formal Level I decision. Formal Grievance Hearing within 10 days of grievance presentation to Superintendent.	Decision rendered within 5 school days of formal hearing.
<u>Formal Level III</u>		
Arbitration	Notify Superintendent or designee in writing within 30 days of Superintendent's decision to file demand for arbitration.	Decision of arbitrator is final & binding.



APPENDIX E (Con't.)  
GIBRALTAR SCHOOL DISTRICT

GRIEVANCE FORM.

TO: \_\_\_\_\_ Date: \_\_\_\_\_

FROM: \_\_\_\_\_ Assignment: \_\_\_\_\_

Building: \_\_\_\_\_

REASON FOR GRIEVANCE (Statement of Facts)  
NAMES, DATES, AND OTHER PERTINENT INFORMATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach all supporting papers)

ARTICLES VIOLATED:

\_\_\_\_\_  
\_\_\_\_\_

ACTION REQUESTED: (Relief Sought)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Association  
Representatives

APPENDIX F  
GIBRALTAR SCHOOL DISTRICT

Bid Form

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

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. Bids should be submitted to the office of (Recipient's name), typewritten and signed, with a copy to the Assistant Superintendent.

II. JOB DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. CERTIFICATION/QUALIFICATION NECESSARY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

cc: Superintendent  
Building Principal  
Union President  
Building Representatives

GIBRALTAR EDUCATION ASSOCIATION MEA/NEA

\_\_\_\_\_  
J. Helen Brish, President                      Date  
& Chief Negotiator

\_\_\_\_\_  
Univerv Director MEA/NEA                      Date

\_\_\_\_\_  
G.E.A. Negotiator                                      Date

\_\_\_\_\_  
G.E.A. Negotiator                                      Date

\_\_\_\_\_  
G.E.A. Negotiator                                      Date

GIBRALTAR BOARD OF EDUCATION

\_\_\_\_\_  
President, Board of Educ.                      Date

\_\_\_\_\_  
Secretary, Board of Educ.                      Date

\_\_\_\_\_  
Jamil Akhtar, Counsel                      Date  
Chief Negotiator

\_\_\_\_\_  
John R. Lefevre                                      Date  
Negotiator

\_\_\_\_\_  
Stanley Kochanski                                      Date  
Negotiator

Contract date: September 1, 1989 - August 31, 1993

APPENDIX G

MEMORANDUM OF AGREEMENT

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.

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.

FOR THE DISTRICT:

\_\_\_\_\_  
Betty Maynard, President  
Gibraltar Board of Education

Dated: \_\_\_\_\_

FOR THE GIBRALTAR EDUCATION  
ASSOCIATION:

\_\_\_\_\_  
Helen Brish, President

Dated: \_\_\_\_\_

FOR THE SUPERVISORS AND  
ADMINISTRATORS OF THE  
GIBRALTAR SCHOOL DISTRICT,  
LOCAL 43, AFL-CIO

\_\_\_\_\_  
Richard C. Light, President

Dated: \_\_\_\_\_



APPENDIX H  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE G.E.A. AND GIBRALTAR BOARD OF EDUCATION

I

This Retirement Incentive Proposal is available to members of the G.E.A. in lieu of the benefits of Article XXVI, Teacher Retirement. In order to be eligible for the benefits as spelled out below, members must apply and receive normal retirement through the Michigan Public School Employee's Retirement System.

II

This option must be exercised by qualifying individuals between September 1, 1990 and September 1, 1993 and for each year thereafter, unless one party notifies the other party that this memorandum will be terminated at the end of twelve (12) months. For the 1990-91 school year only, any employee wishing to retire at the close of the first semester, January 25, 1991, must notify the Superintendent in writing by December 3, 1990. Any employee wishing to retire after January 25, 1991 must notify the Superintendent in writing of his intention to do so six (6) months prior to the close of the semester in which he/she plans to retire. Upon giving said notice, the employee will be required to retire on the date he/she is eligible for said retirement; if at semester or during summer recess. At all other times, the employee must retire at the end of the semester immediately after the date he is eligible for retirement.

III

Applicants who qualify for this option shall be eligible for payment under one of the following conditions:

- 1) A payment of six-thousand (\$6,000) dollars on the first business day of the month following their retirement and; a payment of six-thousand (\$6,000) dollars on the anniversary date of their retirement in each of the succeeding two (2) years for a total of eighteen (\$18,000) dollars; or

- 2) Payments of seven-hundred and fifty (\$750) dollars per month for twenty-four (24) months, with the first payment being made on the first business day of the month following their retirement and each month thereafter, as spelled out above; or
- 3) A lump sum payment in the amount of seventeen-thousand (\$17,000) dollars for the purpose of purchasing additional credits up to five years. If an employee accepts this option, they must retire immediately and must purchase enough time to make them eligible for a normal retirement benefit. An employee cannot receive the seventeen-thousand (\$17,000) dollars lump sum payment for the purpose of purchasing additional service credits and then freeze their retirement in order to obtain a retirement benefit at a future date.

IV

The monies received will be managed as follows:

- 1) All monies received will not be counted in the employee's final average computation for the purpose of obtaining a greater benefit under the Michigan Public School Employee's Retirement System; and
- 2) The amounts received will be subject to all appropriate withholding taxes, state, federal, and FICA, if applicable.

V

- 1) It is expressly understood that this Memorandum provides for benefits separate from the parties Collective Bargaining Agreement\*, or rights/benefits provided thereunder and that nothing in this Memorandum is to be construed as waiving any rights/benefits provided under such Collective Bargaining Agreement.

\*Working conditions pursuant to Judge Harwood's Consent Order or a successor agreement.

/s/ Helen Brish  
President G.E.A.

/s/ John R. Lefevre  
Assistant Superintendent

Date: 11/9/90

Date: 11/9/90