

MASTER AGREEMENT

BETWEEN

THE GIBRALTAR BOARD OF EDUCATION

AND

THE GIBRALTAR EDUCATION ASSOCIATION
MEA/NEA

July 1, 2021 – June 30, 2023

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ARTICLE 1 RECOGNITION

- 1.1 The Board recognizes the Union as the sole and exclusive bargaining representative for all certified contract teaching personnel and temporarily certificated teachers occupying a regular teaching position, Psychologists, Counselors, Social Workers, Media Center Specialists, teacher/consultants and special education teachers who do not supervise teachers; all other employees are excluded.
- 1.2 The Board agrees not to bargain with any teacher organization other than the Union.
- 1.3 An Emergency Manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided by law.

ARTICLE 2 GENERAL

- 2.1 Duration. This Agreement, all of its provisions and appendices, shall become effective as of date of board ratification and shall continue in effect until midnight, June 30, 2023.
- 2.2 Upon written notice to the other party, any time after February 1, 2023 either party may request the opening of negotiations for a new Agreement. Any notices required hereunder shall be sufficient if mailed by certified mail with return receipt requested, or hand delivered.
- 2.3 Negotiations will be reopened to specifically address terms and conditions of employment, and salary schedule should the Gibraltar School District plan for a year-round school.
- 2.4 Negotiations will be reopened to specifically address terms and conditions of employment, and salary schedule should the Board schedule normal day students to night school or alternative schools.
- 2.5 Agreements Contrary to Law. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.
- 2.6 Matters Contrary to Agreement. This Agreement shall supersede any rules, regulations or practices of the Board which are contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contract. All individual teacher contracts shall be expressly made subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board as they affect teachers.

- 2.7 Strike Prohibition. No teacher or the Union shall participate in or cause any strike of any type nor shall any teacher or the Union participate in or cause any work stoppage nor shall any teacher refuse to carry out normal work assignments during the term of this Agreement. The Board shall not lock out any teachers during the term of this Agreement.
- 2.8 Publication & Distribution. The Board will take the initiative with the cooperation of the Union to publish the contract. Both parties will be responsible for the compilation of data for the contract. The Board will post the GEA Agreement on the district website within thirty days of ratification.

ARTICLE 3 DEFINITIONS

- 3.1 Whenever the term "school" is used, it is to include any work location or functional division.
- 3.2 Whenever the term "principal" is used, it is to include the administrator of any work location or functional division.
- 3.3 Whenever the term "teacher" is used, it is to include any member or members of the bargaining unit.
- 3.4 Whenever the term "superintendent" is used, it shall include any person with the power to act in his behalf.
- 3.5 Whenever the singular is used, it is to include the plural.
- 3.6 Whenever the masculine is used, it is to include the feminine.
- 3.7 Whenever the term "the Union" is used hereinafter, shall refer to Gibraltar Education Association MEA/NEA.
- 3.8 Whenever the term "Union Representative" is used, it is to mean the representative of the Union in the school or his alternate Union designee.
- 3.9 Whenever the term "Employer" is used, it refers to the Gibraltar School District as represented by the Gibraltar Board of Education and any of its designated administrative employees acting in the capacity of agent.
- 3.10 Whenever the term "experimental" or "pilot" is used, it refers to a method of operation usually considered to be of one (1) year duration from its commencement. Certain programs or projects are funded through federal, state, or local agencies and they may have longer duration than one (1) year period. The Union shall be notified of the duration of any pilot or experimental program.

- 3.11 Whenever the term "day" is used, it refers to "working school day", except in the summer (when school is not in session), it shall mean weekday, unless otherwise the word "day" is qualified in individual articles.
- 3.12 Whenever the term "traveling employee" is used, it refers to an employee whose assignment includes more than one (1) building location.

ARTICLE 4 BOARD RIGHTS

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

ARTICLE 5 RIGHTS OF THE UNION

- 5.1 The Board shall make available (within a reasonable time) to the Union upon its written request, any and all information, statistics and records which it has available or which can be obtained without undue difficulty and which may be reasonably necessary to make intelligent decisions, relative to negotiations or necessary for proper enforcement of the terms of this Agreement.

- 5.2. Board Policy Dissemination. All personnel shall be familiar with Board policy for an effective operation. Personnel shall have access to all district policies via the district web site (see <http://www.neola.com/gibraltar-mi/>)

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

- 5.3 Upon appropriate written authorization from the bargaining unit member, the Employer will make payroll deductions from the wages of any such member and make appropriate remittance for MEAFS MEA-sponsored programs, MESSA programs not fully employer-paid, tax-deferred annuities, auto insurance, homeowner's insurance, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Employer.
- 5.4 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.

- 5.5 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.
- 5.6 Union Rights. Released time for Union officials shall be granted as needed upon request and with approval of the building principal, for the implementation of this Agreement and for grievances. Union building representatives and Union officials may use their preparation period for Union business. It is understood that teachers involved in the grievance procedure may use preparation periods for Union business when it does not interfere with the pre-scheduled building assignment or function.

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

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

The Board would agree to one (1) class period release time per day for the Union President, provided this time is on school premises, without loss of pay or other compensation with the district to be compensated by the Union according to the following formula (percent of teaching schedule released times salary of President times 1.0765). This provision can be waived by mutual agreement of the parties.

- 5.7 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.
- 5.8 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 5.7.

- 5.9 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.
- 5.10 At the time of normal distribution, a copy of the tentative agenda for each meeting of the Board of Education, check register and the minutes of the past meetings shall be placed in the school mail distribution addressed to the President, Gibraltar Education Association, MEA/NEA, or his designee. The Union will be given the agenda two days prior to the meeting.
- 5.11 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.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 The Employer and its representatives shall take no action that violates or is inconsistent with any provision of this Agreement without the consent of the Union. The Employer further agrees to consult with the Union, prior to taking action to change any existing policy governing working conditions of teachers existing on the date of the Agreement and not covered by this Agreement.
- 5.16 Political activities of any employee seeking or holding political office or campaigning for political candidates shall be outside the school duty hours.

ARTICLE 6 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, gender, or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employees organization. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, age, marital status, or membership or participation in, or association with the activities of the Union.
- 6.2 Bargaining unit members without teacher certification and not subject to the Michigan Tenure Act shall not be disciplined or reprimanded without just cause. Any such discipline or reprimand is subject to the grievance procedure. 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. 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.
- 6.4 Disciplinary Action for Bargaining Unit Members Not Subject to Tenure Act
- A. Sequential Correction - The Board, through its administrative personnel, in recognition of the concept of sequential correction, shall, for just cause, notify the bargaining unit member 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 bargaining unit member as soon as practical to discuss the stated problem.

- D. Affected bargaining unit members shall have the right to read written communications which are disciplinary in nature and are required to sign acknowledgement of receipt of written notice of discipline. Signature does not signify agreement with discipline.
 - E. Nothing herein shall prevent the board from commencing discipline at any appropriate step should circumstances warrant.
- 6.5 The Board agrees not to interfere in the off-duty hours of teachers, their full rights of citizenship and their exercise of academic and professional freedom as long as it does not interfere with their performance as a teacher.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Definition.

- A. A grievance is a claim based upon an employee, a group of employees, or the Union belief that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. For purposes of this Article, the term "day" shall mean "working school day" except in the summer (when school is not in session), it shall mean "weekday".
- C. A Union grievance chairperson shall be designated by the Union and may represent any employee or the Union in the processing of a grievance.
- D. It is the intent of the parties to resolve grievances at the earliest possible step. The parties may, however, agree in writing to extend the time limits in this Article. Requests for extensions of ten (10) days or less will not be denied by either party absent extraordinary circumstances.

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

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

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

Formal Level One. In the event that a grievance is not resolved at the informal conference level, the grievance, in writing, may be filed with or submitted to the immediate supervisor and the principal of the school within ten (10) days following

the informal conference. The immediate supervisor and the principal shall, within ten (10) days of the receipt of the grievance render a written decision. A copy of this decision shall be forwarded to the Union.

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

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

The arbitrator's authority is limited to the following:

- A. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications and interpretations of such express provisions.
- B. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Employer's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.
- C. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer, where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
- D. In the case of discharge, the Union shall have recourse to the grievance procedure or the procedure set forth in the Tenure Act, but not both. Once an election of procedure is instituted, it shall be binding on both parties.
- E. The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union, and the employee or employees involved.
- F. The arbitrator's fees and expenses shall be borne 60% by the losing party and 40% by the prevailing party.— The expense and compensation for attendance of any employee, witness, or participant in the arbitration, shall

be paid by the party calling such employee, witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted released time at any one time.

- 7.3 The filing of the grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
- 7.4 If a grievance arises from the action of authority higher than the principal of a school, it may be initiated at the appropriate level of this procedure.
- 7.5 No decision on or adjustment of a grievance shall be contrary to any provisions of this Agreement.
- 7.6 Failure at any level of this procedure to communicate the decision of a grievance within the specified time limit shall permit the lodging of an appeal at the next level of this procedure. Failure to file or appeal a decision within a specified time limit shall be deemed a withdrawal of the grievance.
- 7.7 The following sections of this Agreement are specifically excluded from the grievance procedure:
 - A. Failure of the Board to follow teacher recommendations for school facilities.
 - B. Failure of the Employer to follow advisory recommendations coming from employee committees.
 - C. Failure of the employer to reduce class size, except that failure of the Board to make every reasonable effort to reduce class size as set forth in Article 20 - Class Size - is grievable.

ARTICLE 8 REVIEW OF PERSONNEL FILES

- 8.1 Each employee shall have the right upon request to review the contents of his personnel file maintained at the administration building. A representative of the Union may, at the employee's written request, accompany the employee in this review. The review shall be made in the presence of the person responsible for the safekeeping of the employee's file. The Employer shall reproduce for the employee, one (1) copy of any material requested from such files.
- 8.2 The employee shall have an opportunity to read all material placed in his personnel file, subject to excluding privileged information as hereinafter defined. The employee shall acknowledge that he has read and received a copy of such material by affixing his signature and date on the actual copy to be filed with the

understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its contents.

- 8.3 The employee shall have the right to answer any material filed and his answer shall become a part of the file copy. In case the teacher does not choose to answer such material, notation to this effect shall be added to the file copy.
- 8.4 All communications including evaluation by Gibraltar administrators, commendations, and validated complaints directed toward the employee which are to be included in the personnel file, a copy of same shall first be given the employee and shall be called to the employee's attention at the time of inclusion. If a supervisor keeps in his possession, private written notes, or written reports, these may not be used as official records until placed in the employee's file.
- 8.5 When an employee leaves the District, he has a right to review his file and the superintendent or his designee may remove any adverse material (prior to the last two (2) years of employment) if such adverse complaints have been corrected. Adverse material in this case would be reprimands, parent complaints, rebuttals, and anything of like nature.
- 8.6 No material relating to an employee's personal life which is unrelated to his teaching shall be placed in his personnel file.
- 8.7 Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The administrators shall, with the teacher looking on, remove these credentials and confidential reports from the file, prior to the review of the file by the employee.
- 8.8 Records of grievances filed shall not be included in the teacher's personnel file.
- 8.9 Certain information in the employee's personnel file is subject to the Freedom of Information Act. If the teacher's personnel file is requested, the teacher and union shall be informed and receive a copy of redacted and non-redacted information prior to the information being released.
- 8.10 The Superintendent or his designee is in all cases responsible for the maintenance and upkeep of personnel files. The Superintendent or his designee has the authority to allow materials to be placed in or removed from an employee's file.
- 8.11 Except as modified herein, the Bullard-Plawecki Employee Right to Know Act (MCLA Section 423.401 et. seq., as amended) shall provide the parameters within which this Article will be administered. Furthermore, it is understood that employees will have the opportunity to review their personnel files.

ARTICLE 9 SCHOOL DAY

9.1 The calendar for each school year will be bargained as required by law. The calendar will reflect at least two (2) teacher workdays and the number of instructional days required by the state to constitute a minimum of 1098 student clock hours.

- A. Whenever the minimum number of student/instructional days and/or student clock hours needs to be increased to comply with the normal State mandated minimums for days and/or hours in order for the District to receive 100% of its State foundation grant, the number of student/instructional days and the number of hours of instruction (including student contact) will be adjusted after negotiations with the Union to conform to those requirements – without additional compensation except as provided herein. For each school year that the number of student/instructional days is more than 185 due to the operation of the new State mandates, teachers shall receive additional compensation on a per diem basis for each day that year has over 185 student/instructional days.
- B. School Counselors, Media Center Specialists, and Building Trades II Teachers. The school year will be extended to a maximum of ten (10) days longer than the classroom teachers' day at the discretion of the Superintendent (mandated only during week before or after school year). Pay shall be on a per diem basis.
- C. ESL Teachers, Instructional Coaches, and Special Education Teachers. The school year will be extended to a maximum of five (5) days longer than the classroom teachers' day at the discretion of the Superintendent (mandated only during week before or after school year). Pay shall be on a per diem basis.
- D. Any teacher proctoring state-mandated testing (i.e. MME), district-mandated testing or kindergarten screening outside the normal school calendar shall be paid at the teacher's per diem rate.

9.2 The students' school day shall conform to current requirements as determined by the Board of Education.

Regular daily hours of employment for classroom teachers shall be a maximum of seven (7) continuous hours except as may be required by 9.1.A., with the starting and ending times designated by the administration after conferring with the Union.

9.3 Employees shall be expected to arrive at their respective buildings fifteen (15) minutes prior to the beginning of general classes. This time shall not be considered as prep time unless prep time is scheduled prior to the normal beginning of the student day, and it shall be in addition to the day established under 9.2. Normally, Employees shall not be assigned specific duties, but shall be expected to give reasonable assistance in the maintenance of good order. In the event a student

control problem arises, the principal and a Union representative shall meet to arrive at a fair solution to the problem. Employees may be assigned additional duties at the end of the day provided that any additional duty does not require the employee to stay more than ten (10) minutes beyond the normal school day. Any employee who is not assigned an additional duty shall be expected to remain in their classrooms or normal workstations until students have had a reasonable time to clear the halls. Thirty (30) minutes of time shall be granted to enable traveling employees who are moving between buildings to arrive at their next teaching station when scheduled. Fifteen (15) minutes travel time shall be granted to teachers moving to different buildings within the same building complex. Special services shall be apportioned to elementary schools equitably. A traveling employee is an employee whose assignment includes more than one (1) building location.

Any teacher using their own vehicle to travel from one building to another shall be reimbursed for their mileage at the IRS rate.

- 9.4 Because of their positions, Counselors, Librarians, Social Workers, Consultants, School Psychologists, Homebound Teachers, Full-Time Instructional Coaches and others holding similar non-classroom responsibilities do not have a specified preparation time. Elementary teachers shall have a minimum of 250 minutes per week unassigned time for preparation or conference and secondary teachers shall have a minimum 275 minutes per week unassigned time for preparation or conference. The principal will provide consistency for preparation time for staff due to any PD half days, so that preparation time is equitably distributed. In addition, all teachers shall receive a minimum of thirty (30) minutes per day for duty-free lunch. The thirty-minute lunch includes transition time to and from the teaching assignment. 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. The minutes per week for preparation shall not be construed as a maximum but excess unassigned time may be used for special duty assignments when actual need so mandates.
 - B. Preparation minutes may be reduced on a voluntary basis for lunch hour supervision at the rate set forth in Appendix B.
 - C. Non-classroom teachers may be assigned emergency substitute teaching responsibilities if regular substitutes cannot be obtained.
- 9.5 Because of differences between secondary and elementary programs, the following guidelines shall be followed for unassigned time:
- A. In elementary grades where music, art and physical education or similar classes are assigned and taught by specially certificated teachers, the employee shall be relieved of duty when such classes are in session for the purpose of preparation and consultation time. The principal will make every reasonable effort to attempt consistency for the art, music and physical

education employees involved, and will attempt to equitably distribute the preparation time for the art, music, and physical education employees throughout the week. The building principal shall develop the art, music and physical education schedules in the building with input from the affected art, music and physical education teachers.

- B. For each day that school is in session, traveling employees shall be granted the same duty-free lunch period as other employees, exclusive of travel time between buildings.
- C. Before elementary employees are scheduled for playground duty, the principal will explore with the appropriate Union representative, alternatives to insure the employees are scheduled for direct instruction of pupils to a maximum extent. Aides or parent volunteers will be used to supervise the students, if possible.

- 9.6 Employees may be expected to attend one (1) evening Open House event and one (1) evening of Parent/Teacher Conferences per year. Employees may also be expected to attend three (3) additional after school activities per year. The appropriate Union representative shall be consulted for the anticipated activities or events which require employee attendance. Upon request, employees may be expected to attend three (3) one (1) hour sessions after school, in preparation for curriculum workshops as provided in the school calendar.

If due to concerts or open houses a traveling teacher is required to attend more than five (5) after school activities, he shall be paid at the rate of \$75 for each additional activity.

- 9.7 It is recognized that emergency situations may occasionally arise during which time employees shall provide necessary assistance. Normally, however, the lunch period will not be interrupted unless there is an emergency situation.
- 9.8 During an employee's preparation and/or consultation time, clearance with the principal shall be necessary for an employee to leave the premises when necessary. Employees may be asked to sign in and out for communications reasons. This may be necessary with a large building and large staff on different time schedules.
- 9.9 Employees assigned to more than one (1) building shall attend scheduled faculty meetings in respective buildings, upon notification by the appropriate building administrator. The Employee's school of primary assignment (home base) is to take precedence in the event of conflicts.
- 9.10 General staff meetings will be held with employees. Administrative messages and directives shall be communicated by written memoranda. When general staff meetings are necessary, they shall follow a pre-established and distributed agenda and be limited in time to the accomplishment of the stated purposes. Said staff meetings will be adjacent to the school day and shall be no longer than sixty (60) minutes and may be held no more than twice per month (only one meeting in September, December, and June) except in unforeseen circumstances.

- 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 workday, the time beyond the normal workday will be paid at the hourly substitute rate.
- 9.13 An "Act of God" day shall be defined as a weather condition that causes the cancellation of regularly scheduled classes. "Act of God" Days will be determined at the sole discretion of the Superintendent or his designee. Employees shall not be required to report for duty on an "Act of God" day. If "Act of God" days are rescheduled, the Board will meet and confer with the Union on the rescheduling of such days. If after one week of negotiations no agreement has been reached, then final authority and the decision on rescheduling shall be made by the Superintendent of Schools. There shall be no extra compensation paid for rescheduled days nor any reduction in compensation for days that are not rescheduled.
- 9.14 In the cases of floods, unusual conditions, or "Act of God," staff is advised to turn to the media for information. Administrators will begin notifying by way of "fan out", with the purpose of notifying teachers of emergency information related to school closings.
- 9.15 The Employer shall make every reasonable effort to provide substitutes when needed. When the search for a substitute has been exhausted and regular classroom employees are requested to accept students from an unsupervised class, those employees (maximum of three (3) accepting additional students will equally share on a pro-rata basis, the amount identified in Appendix B.
- 9.16 Those teachers who agree to provide lunchroom supervision at the high school or middle school shall receive the stipend as listed in Appendix B.

ARTICLE 10

STUDENT DISCIPLINE

- 10.1 Building principals will render to employees assistance as necessary in the maintenance of good classroom management.
- 10.2 Employees will be provided with the Student Code of Conduct.
- 10.3 Employees may refer students to the administration when major breaches of discipline have occurred, as set forth in the respective Student Code of Conduct. In cases of referrals to the administration, the employee shall communicate to the administrator the reason for the referral indicating that previous corrective action has been taken by the employee, e.g., counselor referral, parental contact, after school work, work assignments, etc. In unusual cases, the employee may request that a student be kept out of his class until there has been time to confer with the principal, the student, and possibly the parents (normally twenty-four (24) hours). In such cases, the employee shall submit a written report outlining the major breach of discipline.
- 10.4 It is understood that disciplinary referrals and the judgment of the administrator will be utilized to resolve the problem. In any case, if the employee makes a written referral to the administrator, a written response will be returned to the teacher from the administrator.
- 10.5 A student who physically attacks an employee or threatens bodily harm shall be dealt with in a decisive manner up to or including expulsion.
- 10.6 A student who is a disciplinary problem for one employee may be reassigned to another employee. Students will not be permanently assigned to the library or media room for control purposes but may be temporarily assigned until the administration can make alternative arrangements.
- 10.7 Counselors shall not be used for control and supervision of students, except as teachers are so used. Counselors shall not be placed in a position where they are expected to deal with their counselees in a disciplinary role.
- 10.8 Identification of Exceptional Children. Employees shall be notified of any known special needs students (as per that student's IEPT/504) assigned to their classes. "Notification" shall be construed to include a review of the student's history and explanation of his condition and suggestions and/or requirements for meeting his needs. If any such child is under the care of a professional person or agency other than those employed by the school district, the principal shall, on request of the employees, seek such information and services which might improve the situation. Such information regarding a previously certified child shall be provided only with parental consent.

ARTICLE 11

INTERRUPTIONS OF THE INSTRUCTIONAL PROGRAM

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

ARTICLE 12

DESIGNATED ADMINISTRATOR

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

ARTICLE 13

POSITIONS/VACANCIES

- 13.1 Definitions:
 - A. Permanent Position Vacancy: Means any permanent vacancy in the bargaining unit resulting from termination, retirement, or newly created instructional positions that administration must fill due to student class schedule.

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

13.2 It is the responsibility of all teachers to insure that updated transcripts and added endorsements are currently on file at Central Office.

ARTICLE 14

ASSIGNMENTS, SCHEDULES, TRANSFER REQUESTS, LOCATIONS

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

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

14.2 Regarding General Assignments:

- A. In making assignments, the Superintendent, or his designee will attempt to assign employees to locations and instructional areas (Developmental Kindergarten, Kindergarten, Lower Elementary, Upper Elementary, Split-Grade Level, Middle School, Senior High) that are best suited for both the employee, the students, and the needs of the District.
- B. Each employee, including special service personnel, will have assigned to him an area to serve as a center for the coordination and consolidation of his instructional activities.

14.3 Regarding Voluntary Transfer of Assignments or Location:

Requests by a bargaining unit member 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, prior to April 1 of each academic year.

ARTICLE 15 EVALUATION

- 15.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel not subject to the Michigan Tenure Act.
- 15.2 All staff not subject to the Michigan Tenure Act shall be evaluated using the evaluation instrument developed by a joint committee of administrators and teachers.
- 15.3 Any complaint made against any bargaining unit member by any parent, student, or other person, will be promptly called to the attention of the member if said complaint is to be placed or retained in the member's personnel file.
- 15.4 No observation shall unduly interfere with the normal teaching/learning process as determined by the administration.

ARTICLE 16 ADMINISTRATIVE OR SUPERVISORY VACANCIES

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

Notices of all such administrative or supervisory positions shall be posted online, and all employees shall be notified by email. During the summer, employees interested in obtaining information regarding administrative vacancies shall leave a valid e-mail address at the Board Office that will be used by the Employer to provide these employees with information regarding Administrative vacancies. The Superintendent will, in his sole discretion, determine which of the applicants will be recommended for Board approval.

ARTICLE 17 COMPENSATED EXTRA-CONTRACTUAL ACTIVITIES

- 17.1 Coaching assignments other than those assigned at an hourly rate shall be filled in the following manner:
 - A. Notice of coaching vacancy shall be posted electronically through the Wayne County RESA website. Coaching positions populated by non-bargaining unit members may be bid annually on the recommendation of the Athletic Director.

B. Coach selection shall be based on qualification and minimum hiring requirements as established in the Administrative Guidelines 3120.08 with seniority used as a tie breaker. Qualifications shall be defined as follows:

1. Formal preparation in the activity.
2. Performance in the supervision of the activity.
3. Experience in the participation of the activity.
4. Ability to work with students in said activity.

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

- 17.2 If a coach has been in a specific position for at least the most recent five (5) consecutive seasons, the coach may apply for a one (1) year leave from coaching that sport with the right to return thereto, provided application is received 30 calendar days prior to the commencement of practice and the application is approved by the superintendent or designee. If the coach does not return to that position for the following season, the coach shall relinquish his or her right thereto. The position for the year of the coach's leave shall be filled on a one-year basis, with no right to continued assignment by the interim coach..
- 17.3 The administration shall offer training for certification or renewal of certification in CPR, first aid and any other Board policy required training of the district coaching staff during school orientation days or during the time between seasons when there are no scheduled games.
- 17.4 Open extra-contractual positions included in Subsections II, III, IV and V of Schedule B will be posted in the buildings each fall and as needed.

ARTICLE 18

CURRICULUM DEVELOPMENT AND IMPLEMENTATION

- 18.1 The Superintendent shall establish and direct a joint curriculum committee consisting of Administrators, teachers representing the four levels of instruction: early elementary, upper elementary, middle school and senior high school. Selection of teacher representatives shall be made by the Superintendent with the assistance of a GEA representative. This Committee will review existing curricular and special service programs and report directly to the Superintendent.
- 18.2 When appropriate, representative sub-committees shall be formulated to address a specific charge as outlined by the Superintendent. Charges may include:
- A. Assessment of current programs

- B. Anticipation of future needs
 - C. Expansion of program
 - D. Textbook adoption; and
 - E. Coordination and implementation of in-service training.
- 18.3 The District will provide substitutes, as may be appropriate, when the joint curriculum committee is required to meet during the regular school day.
- 18.4 The conditions which follow shall govern the participation of teachers on School Improvement Committees required by Public Act 25. This currently would include the Individual School Improvement Committees/NCA chairpersons from each building and the District School Improvement Committee.
- A. This Agreement shall not be modified in connection with the implementation of the School Improvement Committee/NCA Committee recommendations except as mutually agreed in writing by the Union and Board. The Committees are free to address topics affecting school programs, but shall not address salaries, benefits or teacher performance or in any way nullify the collective bargaining agreement.
 - B. Participation in School Improvement Committees/NCA Committees shall be voluntary. The number of teachers on each School Improvement Committee as well as the number of NCA chairpersons shall be established by the District and communicated to the GEA.
 - C. Because these are voluntary positions, members will not be required or intimidated in any way to volunteer for the School Improvement/NCA Committee.
 - D. Time served by teachers on District or Building School Improvement/NCA Committees at meetings (at the full-building or full-District level) shall be treated as follows:
 - 1. A stipend of one hundred dollars (\$100.00) will be paid for every three (3) meetings attended during the school year outside of the normal teacher work day
 - 2. School business days will be provided for the committee members attending School Improvement Committee/NCA meetings held by the District during the normal school day.
- 18.5 The contents of student portfolios, as set forth by applicable law, shall be the primary responsibility of each student, subject to input and oversight by teachers, as appropriate.

ARTICLE 19 DISTRICT SENIORITY

- 19.1 The responsibility of establishing and maintaining a district-wide seniority list will be that of the Union. The Employer shall provide information to the Union regarding losses and additions to the staff. The seniority list maintained by the Union with the Employer inputs specified above will provide the basis upon which any and all decisions regarding the seniority of any employee will be based.
- 19.2 Leaves of absence with or without pay and absences due to layoff are not to be considered a break in service. Seniority will accrue during leaves of absence with pay and the periods of layoff. Bargaining unit members hired into the Supervisors and Administrators of Gibraltar School District (SAGSD) shall be frozen in seniority. If these members are ever reassigned back to the bargaining unit, they will be placed on the seniority list with years of seniority for GEA service only, and will only be placed in open positions according to Article 13.1.A.
- 19.3 In the event of conflicts originating between teachers at the district level due to identical seniority dates, the following shall be the ranking priorities:
- A. Date of formal Board approval to hire for a permanent contract or the first day worked under a permanent contract whichever comes first.
 - 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 20 CLASS SIZE

- 20.1 The following are maximum class sizes. Classes will be equalized on a building basis.

| | |
|-----|----|
| Y5 | 21 |
| K-3 | 27 |
| 4 | 30 |
| 5 | 32 |
| 6 | 33 |

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

* Physical Education maximum – 44

* Except: instrumental music; and vocal music.

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

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

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

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

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

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

- 1. One student over the maximum equals \$150.00 per marking period.
- 2. Two students over the maximum equal \$350.00 per marking period.
- 3. Three students over the maximum equal \$550.00 per marking period.

4. Mainstreamed students in the regular classroom over the maximum will be pro-rated by hour at \$200.00 per student per marking period, not to exceed three (3) full-time equivalent students.

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

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

55 Minute Class Periods:

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

50 Minute Class Periods:

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

45 Minute Class Periods:

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

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

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

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

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

ARTICLE 21 SCHOOL FACILITIES

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

- G. Adequate, functioning audio-visual equipment shall be provided at all schools to meet the needs of the curriculum and to keep pace with advancing technology.
 - H. Adequate secretarial help, to assist with clerical work of special staff members such as counselors, librarians, diagnosticians, and school social workers.
 - I. One computer with printer and duplicating/copy machine shall be provided for teacher use in each building. In the small schools, the office area of the building may be designated for the location of the computer provided secretarial service schedules do not interfere.
 - J. Adequate supplementary instructional material shall be provided at each of the several elementary buildings to afford equal opportunity for the varying range of abilities of pupils to be served.
 - K. Holding facilities shall be designated at each building to assure the well-being and security of students who need to be sent home or to an emergency hospital facility. Normally, such facility would consist of a cot, a blanket, and a designated area away from draft, excessive noise and routine activity. Consideration shall be given to assure direct supervision of such students by adults.
 - L. All school building facilities and equipment shall be reasonably in proper working condition.
 - M. All school buildings shall have adequate heating, cooling, and air quality mechanical systems.
- 21.2 For new school facilities planned and undertaken, the Board shall make every effort to keep the teacher informed and shall seek to actively engage teachers in the determination of the construction and equiptage of such buildings.
- 21.3 The Board further agrees to consult with the Union on the implementation of this provision, solicit its recommendations, and make reasonable efforts to follow teacher recommendations.

ARTICLE 22 LEAVES OF ABSENCE

22.1 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 assigned to a position at the discretion of the Superintendent to a position of like nature, 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. Sick and Personal Days

At the beginning of every school year, each teacher will be credited with ten (10) sick days to be used for personal illness including pregnancy disability or personal injury as well as care of an immediate family member with an illness. Medical documentation may be required for absences of more than three (3) consecutive days or those immediately prior to or after a holiday recess break.

In addition, three (3) days will be granted to each teacher for personal business to address matters of a personal nature that cannot be taken care of at a time other than work time. Personal business days may not be used on days immediately prior to or after a holiday unless approved by the superintendent. Unused personal business days will be added to the individual's sick leave accumulation at the end of the school year.

- a. Any unused Sick Days within the school year will accumulate in an extended sick leave bank, up to a maximum of 60 days and may only be used for personal illness or injury.
- b. Early notification of absences is helpful to all parties in the smooth operation of the teaching and learning environment. For expected absences, notification shall be given at least twenty-four (24) hours in advance whenever possible. For unexpected absences, notification shall be given at least two (2) hours in advance of the time the employee normally reports for work, whenever possible.
- c. If a sick or personal day has been scheduled on an Act of God Day, the sick or personal day shall not be deducted from the individual's bank of days, except for those members who are on long term leaves including FMLA leaves. They will be charged the day.
- d. Teachers may sell back any of their accumulated days in excess of thirty (30) at \$75 per day, provided notification is given to the business office by May 15 of that year. Payments shall be made no later than June 30.

C. School Business Days

Any day a teacher is engaged in (Board approved) professional activity or business, he shall not be regarded as absent even though such activity or business might require the teacher's presence in a place other than that of his regular assignment. The following items may be considered examples, and include but are not limited to:

- a. Attendance at institutes.
- b. Serving on educational committees or commissions, such as those established by the Legislature or State Department of Public Instruction.
- c. Visiting days to other schools or school-sponsored trips.

D. Funeral Leave. Absence occasioned by attendance at a funeral in the immediate family shall not be construed as sick leave. Leave for funerals of the immediate family shall be allowed at full pay for up to five (5) days. Any extension beyond

these time limits shall be deducted from Absence days. Funerals for someone other than immediate family members shall be deducted from Absence days. An individual teacher's alleged abuse, if any, of such leave shall be subject to review by the Employer.

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

E. Pregnancy Disability

A pregnancy resulting in a disability shall be treated in the same manner as any other disability as set forth in this Article.

F. Jury Duty and Court Appearance Leave

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

22.2 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 22.1, C) Leave without pay, but with benefits as provided under the Family Medical Leave Act and with increment shall be granted for one semester, or the remainder of the semester at the time the leave is requested. A second semester extension leave will be granted, if requested, according to the provisions as outlined in Paragraph 22.5 A; however no increment shall be granted for this additional leave.

D. Military Service:

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

E. Maternity Leave:

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

1. The pregnant employee shall be permitted a maternity leave of absence for the duration of the pregnancy.
2. A maternity leave of absence must be requested in writing.
3. The return to duty from leave shall be as set forth in paragraph 22.5. 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 22.3 for the remainder of the semester at the time the leave is requested or

the remainder of the Family Medical Leave, whichever is longer. The Superintendent may grant additional time not to exceed two (2) consecutive semesters without benefits. A third semester without benefits may be granted in order for the leave to end at the end of a school year.

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

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

22.4 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 April 1 of the 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.

22.5 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 by March 15 any year or at least thirty (30) working days before the termination of the leave for a second semester return. If no extension of a leave is granted, the employee must notify the district of his intention to return to work by April 15 or twenty (20) working days prior to the beginning of the second semester. If no response is made by the employee by the required date, the employee's 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 teacher shall return 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.

22.6 Family and Medical Leave Act Leaves

A. The above leave provision shall be applied in a manner consistent with the Family and Medical Leave Act, and employees requesting and eligible for leaves subject to that Act shall be granted leaves in accordance with the above provisions, if applicable, or the Act if the Act provides greater benefits or rights to the employee. The district will follow the FMLA guidelines for FMLA leaves of absence and post updated guidelines as they become available.

B. The twelve (12) weeks of leave per year allowed to eligible employees under that Act shall be based on the year immediately preceding the first day of the anticipated leave.

C. The District may elect to apply the restrictions applicable to leaves for instructional employees near the end of a school term with regard to any leave allowable under the FMLA, in accordance with the FMLA.

ARTICLE 23
MEDICAL EXAMINATIONS

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

ARTICLE 24 RETIREMENT OF TEACHERS

- 24.1 Employees who reach retirement age, who have served the District successfully for the specified service period schedule cited below, shall have such service recognized by a lump sum payment at retirement for:

1-15 years service = \$35.00 per year

16-24 years service = \$60.00 per year

25+ years service = \$80.00 per year

- 24.2 Employees who elect to retire from teaching at age fifty-five (55) or older and have at least twenty (20) years of service with the Gibraltar School District shall receive a one-time retirement payment of \$3,000 in lieu of the provisions in 24.1.
- 24.3 Staff who reach retirement age shall be entitled to continue with group coverage plans in effect at the age of retirement subject to provisions of the insurance carriers, provided the cost of continuing such plans will be paid by the retiring employee.
- 24.4 \$1,000 bonus shall be paid to any employee who provides the District with notice one year prior to retiring.

ARTICLE 25 JOB SHARING

- 25.1 Bargaining unit members shall have the opportunity to participate in shared staffing provided the requirements stated in this article are met, subject to the approval of the Superintendent or his designee. One full health care insurance package shall be provided per job sharing team as determined and approved by Board action. Therefore, the district will only pay for one dental/vision/LTD/life insurance package per job sharing team. The second dental/vision package and any other insurance expense costing the district more than one full-time package will be the responsibility of the job share team. If both team members take cash in lieu, it shall be available on a prorated basis. Participants will accrue full seniority but only accrue one semester of credit on the salary schedule for each year of participation.
- 25.2 Procedure/Regulations:
- A. To be eligible, both team members must 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 one member is placed as though returning from a leave of thirty (30) days or more. (See 22.5.C)
- D. Employees who wish to participate in this program shall notify the Superintendent no later than April 1 of the school year preceding the implementation of the plan. The team must also provide a plan for sharing the assignment. The plan shall include but not be limited to the following: team members; when each team member will teach; how the curriculum will be divided; when joint planning will take place; how various duties will be handled such as teacher meetings, marking periods, etc; how parent/teacher conferences will be handled; as well as division of benefits. The plan must be approved by the Superintendent or his designee.

If a current job-sharing team wishes to continue in the program, they must resubmit a written plan to the Superintendent no later than April 1.
- E. If a team member leaves for any reason before the end of the school year, the remaining team member will have the option of returning to the position full time for the duration of the absence or the teacher on leave will be replaced with a qualified substitute.
- F. The denial of approval of a job-sharing team is not grievable.

- 25.3 Participation in this program shall not be permitted if such participation causes an otherwise uninvolved person to be involuntarily transferred.

ARTICLE 26

MENTOR ASSIGNMENTS

- 26.1 In accordance with the Michigan School Code, each teacher, during his or her first three (3) years of employment as a classroom teacher in the District, shall be assigned at least one mentor. To the extent feasible, the mentor(s) shall retain that role for at least an entire school year, and preferably for the teacher's first three years of employment.
 - A. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial manner.
 - B. At least once a year, the administration will provide the mentor and probationary teacher with a general overview of the mentor's duties and the objectives of mentorship.
 - C. The mentor will not evaluate the new teacher, nor have any involvement in the evaluation process.

- D. All mentor teachers agree to attend regular mentor meetings that are arranged and planned through the Gibraltar School District Mentor coordinator with one (1) weeks prior notice. The mentor teacher also agrees to support the District's Mentor Program and serves as a resource person to his/her mentee in terms of following the District's Mentor Program.
- 26.2 The District shall assign a person to serve as a mentor in accordance with the following:
- A. Participation as a mentor shall be voluntary.
 - B. The Mentor shall be a tenured member of the bargaining unit, when possible.
 - C. If there are no qualified volunteers within the building and/or district, then the principal may assign a qualified person to serve as mentor.
- 26.3 To the extent feasible, the probationary teacher and his or her mentor shall have at least one common preparation period, or lunch period, per week.
- 26.4 The parties agree that an effective professional development strategy for probationary teachers is to observe other teachers in their classrooms. Upon request, the building administrator may provide release time as needed to the probationary teacher to observe other classrooms. The probationary teacher will first attempt to schedule such observation during his prep period.
- 26.5 Mentors assigned to probationary teachers under this Article shall receive stipends as follows:
- A. For mentoring a probationary teacher during said teacher's first year of employment as a probationary teacher, the mentor shall receive \$500.00 after the successful completion of the school year.
 - B. For mentoring a probationary teacher during said teacher's second and third years of employment as a probationary teacher, the mentor shall receive \$250.00 at the successful completion of each year.
 - C. If the mentor does not complete the full year, stipend will be prorated.

Gibraltar School District School Calendar 2021-22

| | |
|---|--------------------------|
| Professional development day/teacher workday (TWD) | August 31, 2021 |
| Professional development day | September 1, 2021 |
| Staff report day | September 2, 2021 |
| No school - Labor Day | September 6, 2021 |
| First day of school - full day for all students | September 7, 2021 |
| Half day for all students (p.m. professional development day for teachers) | September 22, 2021 |
| Half day for Elem students (p.m. parent/teacher conferences) | October 14 & 15, 2021 |
| Half day for MS students (p.m. parent/teacher conferences) | October 21 & 22, 2021 |
| No school for students Election Day, professional development day for teachers | November 2, 2021 |
| Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS) | November 5, 2021 |
| End of 1st quarter | November 5, 2021 |
| No school - Thanksgiving break | November 25 and 26, 2021 |
| Half day for all students (p.m. professional development day for teachers) | December 8, 2021 |
| No school - winter break | December 20-31, 2021 |
| School resumes | January 3, 2022 |
| Half day for all students (p.m. professional development day for teachers) | January 12, 2022 |
| No school for students MLK Day | January 17, 2022 |
| CHS - Exams, full day for students | January 26, 2022 |
| CHS - Exams , half day for HS students (p.m. TWD) | January 27 and 28, 2022 |
| Half day for all students (p.m. TWD) | January 28, 2022 |
| End of 2nd quarter and semester | January 28, 2022 |
| Half day for all students (p.m. professional development day for teachers) | February 16, 2022 |
| No school - Presidents' Day | February 21, 2022 |
| Half day for all students (p.m. professional development day for teachers) | March 23, 2022 |
| No school - spring break | March 28-April 1, 2022 |
| School resumes | April 4, 2022 |
| Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS) | April 8, 2022 |
| End of 3rd quarter | April 8, 2022 |
| CHS PSAT/SAT testing | April 12, 2022 |
| CHS ACT Work Skills Testing - Juniors only a.m. / all students p.m. | April 13, 2022 |
| No School - Good Friday | April 15, 2022 |
| No School - Memorial Day | May 30, 2022 |
| CHS - Exams (full day for students) | June 10, 2022 |
| CHS - Exams (a.m. students, p.m. TWD) | June 13 and 14, 2022 |
| Last day of school - half day for all students (p.m. TWD) | June 14, 2022 |
| End of 4th quarter and semester | June 14, 2022 |

Student Attendance Days - 11 half days, 168 full days, 1 day PD as instructional day. Student Days-180; Teacher Workdays-183

Gibraltar School District School Calendar 2022-23

| | |
|---|-------------------------------|
| Professional development day/teacher workday (TWD) | August 30, 2022 |
| Professional development day | August 31, 2022 |
| Staff report day | September 1, 2022 |
| No school - Labor Day | September 5, 2022 |
| First day of school - full day for all students | September 6, 2022 |
| Half day for all students (p.m. professional development day for teachers) | September 21, 2022 |
| Half day for Elem students (p.m. parent/teacher conferences) | October 13 & 14, 2022 |
| Half day for MS students (p.m. parent/teacher conferences) | October 20 & 21, 2020 |
| Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS) | November 4, 2022 |
| End of 1st quarter | November 4, 2022 |
| No school for students Election Day, professional development day for teachers | November 8, 2022 |
| No school - Thanksgiving break | November 24 and 25, 2022 |
| Half day for all students (p.m. professional development day for teachers) | December 7, 2022 |
| No school - winter break | Dec 26, 2022 -January 6, 2023 |
| School resumes | January 9, 2023 |
| Half day for all students (p.m. professional development day for teachers) | January 11, 2023 |
| No school - MLK Day | January 16, 2023 |
| CHS - Exams, full day for students | January 25, 2023 |
| CHS - Exams , half day for HS students (p.m. TWD) | January 26 and 27, 2023 |
| Half day for all students (p.m. TWD) | January 27, 2023 |
| End of 2nd quarter and semester | January 27, 2023 |
| Half day for all students (p.m. professional development day for teachers) | February 15, 2023 |
| No school - Presidents' Day | February 20, 2023 |
| Half day for all students (p.m. professional development day for teachers) | March 22, 2023 |
| No school - spring break | March 27-March 31, 2023 |
| School resumes | April 3, 2023 |
| Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS) | April 6, 2023 |
| End of 3rd quarter | April 6, 2023 |
| No school – Good Friday | April 7, 2023 |
| CHS State testing | April 11, 2023 |
| CHS State Work Skills Testing | April 12, 2023 |
| No School - Memorial Day | May 29, 2023 |
| CHS - Exams (full day for students) | June 9, 2023 |
| CHS - Exams (a.m. students, p.m. TWD) | June 12 and 13, 2023 |
| Last day of school - half day for all students (p.m. TWD) | June 13, 2023 |
| End of 4th quarter and semester | June 13, 2023 |

Student Attendance Days - 11 half days, 168 full days, 1 day PD as instructional day. Student Days-180; Teacher Workdays-183

Gibraltar Salary Schedule 2021-22

| Step | BA | BA20 | MA | MA20 | MA40/ED |
|------|----------|----------|----------|----------|----------|
| 1 | \$40,087 | \$42,446 | \$44,926 | \$47,638 | \$50,340 |
| 2 | \$41,235 | \$43,685 | \$46,008 | \$48,775 | \$51,537 |
| 3 | \$42,576 | \$45,118 | \$48,593 | \$51,508 | \$54,424 |
| 4 | \$44,938 | \$47,631 | \$51,597 | \$54,689 | \$57,789 |
| 5 | \$47,298 | \$50,139 | \$54,611 | \$57,887 | \$61,170 |
| 6 | \$49,667 | \$52,640 | \$58,048 | \$61,530 | \$65,017 |
| 7 | \$52,681 | \$55,839 | \$61,920 | \$65,638 | \$69,350 |
| 8 | \$55,902 | \$59,251 | \$65,787 | \$69,741 | \$73,681 |
| 9 | \$59,767 | \$63,354 | \$70,094 | \$74,296 | \$78,500 |
| 10 | \$63,634 | \$67,465 | \$74,391 | \$78,853 | \$83,319 |
| 11 | \$66,932 | \$70,955 | \$78,577 | \$82,706 | \$87,061 |
| 12 | \$69,533 | \$73,709 | \$81,944 | \$85,701 | \$89,905 |
| 13 | \$71,584 | \$75,790 | \$84,086 | \$87,872 | \$92,106 |
| 14 | \$73,697 | \$78,028 | \$86,570 | \$90,468 | \$94,827 |

Gibraltar Half Step Salary Schedule 2021-22

Half steps are calculated by adding the step above and the step below and dividing by two.
After step 11.5, teachers would advance to step 13.

| Step | BA | BA20 | MA | MA20 | MA40/ED |
|------|----------|----------|----------|----------|----------|
| 1.5 | \$40,661 | \$43,066 | \$45,467 | \$48,207 | \$50,939 |
| 2.5 | \$41,906 | \$44,402 | \$47,301 | \$50,142 | \$52,981 |
| 3.5 | \$43,757 | \$46,375 | \$50,095 | \$53,099 | \$56,107 |
| 4.5 | \$46,118 | \$48,885 | \$53,104 | \$56,288 | \$59,480 |
| 5.5 | \$48,483 | \$51,390 | \$56,330 | \$59,709 | \$63,094 |
| 6.5 | \$51,174 | \$54,240 | \$59,984 | \$63,584 | \$67,184 |
| 7.5 | \$54,292 | \$57,545 | \$63,854 | \$67,690 | \$71,516 |
| 8.5 | \$57,835 | \$61,303 | \$67,941 | \$72,019 | \$76,091 |
| 9.5 | \$61,701 | \$65,410 | \$72,243 | \$76,575 | \$80,910 |
| 10.5 | \$65,283 | \$69,210 | \$76,484 | \$80,780 | \$85,190 |
| 11.5 | \$68,233 | \$72,332 | \$80,261 | \$84,204 | \$88,483 |

Gibraltar Salary Schedule 2022-23

| Step | BA | BA20 | MA | MA20 | MA40/ED |
|------|----------|----------|----------|----------|----------|
| 1 | \$40,889 | \$43,295 | \$45,825 | \$48,591 | \$51,347 |
| 2 | \$42,060 | \$44,559 | \$46,928 | \$49,751 | \$52,568 |
| 3 | \$43,428 | \$46,020 | \$49,565 | \$52,538 | \$55,512 |
| 4 | \$45,837 | \$48,584 | \$52,692 | \$55,783 | \$58,945 |
| 5 | \$48,244 | \$51,142 | \$55,703 | \$59,045 | \$62,393 |
| 6 | \$50,660 | \$53,693 | \$59,209 | \$62,761 | \$66,317 |
| 7 | \$53,735 | \$56,956 | \$63,158 | \$66,951 | \$70,737 |
| 8 | \$57,020 | \$60,436 | \$67,103 | \$71,136 | \$75,155 |
| 9 | \$60,962 | \$64,621 | \$71,496 | \$75,782 | \$80,070 |
| 10 | \$64,907 | \$68,814 | \$75,879 | \$80,430 | \$84,985 |
| 11 | \$68,271 | \$72,374 | \$80,149 | \$84,360 | \$88,802 |
| 12 | \$70,927 | \$75,183 | \$83,583 | \$87,415 | \$91,703 |
| 13 | \$73,016 | \$77,306 | \$85,768 | \$89,629 | \$93,948 |
| 14 | \$77,013 | \$81,539 | \$90,466 | \$94,539 | \$99,094 |

Gibraltar Half Step Salary Schedule 2022-23

Half steps are calculated by adding the step above and the step below and dividing by two.
After step 11.5, teachers would advance to step 13.

| Step | BA | BA20 | MA | MA20 | MA40/ED |
|------|----------|----------|----------|----------|----------|
| 1.5 | \$41,474 | \$43,927 | \$46,376 | \$49,171 | \$51,957 |
| 2.5 | \$42,744 | \$45,290 | \$48,247 | \$51,144 | \$54,040 |
| 3.5 | \$44,632 | \$47,302 | \$51,097 | \$54,160 | \$57,229 |
| 4.5 | \$47,040 | \$49,863 | \$54,166 | \$57,414 | \$60,669 |
| 5.5 | \$49,452 | \$52,417 | \$57,456 | \$60,903 | \$64,355 |
| 6.5 | \$52,197 | \$55,324 | \$61,184 | \$64,856 | \$68,527 |
| 7.5 | \$55,377 | \$58,696 | \$65,131 | \$69,043 | \$72,946 |
| 8.5 | \$58,991 | \$62,529 | \$69,299 | \$73,459 | \$77,612 |
| 9.5 | \$62,935 | \$66,718 | \$73,687 | \$78,106 | \$82,528 |
| 10.5 | \$66,589 | \$70,594 | \$78,014 | \$82,395 | \$86,894 |
| 11.5 | \$69,597 | \$73,779 | \$81,866 | \$85,888 | \$90,253 |

Summary of 2021-23 Agreement

1. A full step will be granted effective for the 2021-22 and 2022-23 school years for eligible employees.
2. Lanes will be granted effective for 2021-22 and 2022-23 school years. Employees must qualify for lane movement as of November 15 as specified in Appendix C, A.3.b. of Master Agreement.
3. Drop all grievances and insert language as agreed for Article 17.2.
4. Increase 2021-22 Salary Schedule from the 2020-21 Salary Schedule as follows:
 - a. Increase step 1 \$750, BA and BA 20 lanes only
 - b. Increase step 2 \$375, BA and BA 20 lanes only
 - c. After a, b, increase steps 1-14, all lanes by 2.0%
 - d. Step 14 all lanes – increase by additional 2.5%
 - e. Current employees as of October 1, 2021 will receive a \$600 one-time off-schedule bonus to be paid on December 3, 2021 payroll. Cleaning procedures will not exceed twice daily. If additional pandemic procedures are needed both sides agree to meet.
5. Increase 2022-23 Salary Schedule from the 2021-22 Salary Schedule as follows:
 - a. Increase steps 1-14 all lanes by 2.0%
 - b. Step 14 all lanes – increase by additional 2.5%

APPENDIX B
COMPENSATION & PROVISIONS FOR COACHING ASSIGNMENTS

- A. When appointed by the Board, coaches shall be required to sign a supplemental contract, which may be reviewed annually.
- B. No later than one (1) month after completion of a given coaching assignment, the Athletic Director/Administrator will give the coach a written evaluation of his job performance covering all aspects of the coaching assignment.
 - 1. If the coach's performance has been satisfactory, he shall be reassured of the Athletic Director's recommendation for re-employment to the same or higher coaching position in that sport for the following school year.
 - 2. If the coach's performance has been lacking, he shall be notified in writing of:
 - a. The rationale for the administrative position not to recommend the coach for rehire.
 - b. It is understood that coaches shall be denied reappointment only for just cause resulting from job performance. The won/lost record is not to be considered in such determination.
 - c. Appeals or challenges by the coach shall be made via the grievance procedure.
 - 3. The Athletic Director/Administrator shall prepare a form, statement for signature and date, by the coach, on which the coach shall indicate his desire to continue in the coaching position or his intent to resign, within ten (10) working days after receiving the written evaluation.
- C. All non-varsity coaching positions/vacancies shall be filled first from qualified members of the bargaining unit according to Article 17.1. Coaching applicants shall be expected to meet the criteria for coaching as outlined in the Athletic Code for Coaches (M.H.S.A.A. Rules and Regulations) as well as those items cited on the posting. When a coach advances to administrative ranks, his coaching position will be posted as a vacancy. Should no qualified replacement be available, the administrator may retain the coaching position. Administrators may bid on vacant positions after members of the bargaining unit have had an opportunity to bid for vacant positions, subject to provisions of Article 17.2.
- D. All Schedule B sponsors at the high school or middle school other than coaches and seasonal activities shall be paid at the end of each semester. Coaches and other seasonal sponsors shall be paid no later than two (2) pay periods after the end of the season and all required paperwork has been turned in to the appropriate administrator. All elementary stipends shall be paid at the end of the school year.

Salaries in this Appendix shall be determined by multiplying the applicable year's BA Base Step 1 for the first semester times the listed percentage (except for coaching, which is listed under Coaching). For those activities listed with a dollar amount stipend, it will be paid as listed.

COACHING

Pay for coaching sports in Sections A and B will be based from the following scale:

| | |
|--|-----------------------|
| 1-3 years of experience in that activity | = Percent x BA Step 1 |
| 4-7 years of experience in that activity | = Percent x BA Step 2 |
| 7 or more years of experience in that activity | = Percent x BA Step 3 |

| | | |
|----|--|------|
| A. | Football, B/G Basketball, Wrestling, Hockey, Competitive Cheer | |
| 1. | Head Coach | .12 |
| 2. | Assistant | .09 |
| 3. | Reserve | .09 |
| 4. | Ninth | .09 |
| 5. | Middle School | .068 |
| B. | B/G Track, Volleyball, Golf, B/G Tennis, B/G Soccer, B/G Cross Country, B/G Rowing, B/G Gymnastics, Sideline Cheer, B/G Swimming, Baseball, Softball (coaches for baseball and softball as of 4/1/2020 will be grandfathered in at 2019-20 percentage as long as they stay in position), B/G Bowling | |
| 1. | Head Coach | .095 |
| 2. | Assistant | .08 |
| 3. | Reserve | .08 |
| 4. | Ninth | .075 |
| 5. | Middle School | .068 |

ANNOUNCER, TIMEKEEPER/SCOREBOARD, TICKET TAKERS, SCOREKEEPER

Game Announcer: JV/Varsity Football, Basketball, Soccer, Swim, Volleyball, Wrestling

| | |
|---|---------------|
| First game through 10 th game per year | \$30 per game |
| 11 th game through 20 th game per year..... | \$35 per game |
| 21 st game and more per year | \$40 per game |

Scorekeeper: Varsity: Basketball, Swim, Volleyball; JV/Freshman: Basketball, Volleyball

| | |
|---|---------------|
| First game through 10 th game per year | \$30 per game |
| 11 th game through 20 th game per year..... | \$35 per game |
| 21 st game and more per year | \$40 per game |

Ticket Attendant Per Individual Sport Date

| | |
|---|---------------|
| First game through 10 th game per year | \$30 per game |
| 11 th game through 20 th game per year..... | \$35 per game |
| 21 st game and more per year | \$40 per game |

Timekeeper/Scoreboard: Football, Basketball, Swim, Volleyball, Soccer

| | |
|---|---------------|
| First game through 10 th game per year | \$30 per game |
| 11 th game through 20 th game per year..... | \$35 per game |
| 21 st game and more per year | \$40 per game |

Ticket Attendant Per Invitational or Tournament \$50 Per Event

SECONDARY SPONSORS

A. Intramurals

| | |
|---|-------|
| Football | .0175 |
| Basketball | .0175 |
| Baseball | .0175 |
| Volleyball | .0175 |
| Softball | .0175 |
| Director of Entire Inter/Intra Mural Sports Program | .0592 |

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

| | |
|---|---------------|
| Band Director/High School | .12 |
| Band Director/Middle School (if assigned) | .064 |
| Band Director/Elementary | .0008 per day |
| Choral Director/High School | .032 |
| Choral Director/Middle School | .017 |
| Band Camp Sponsorship | .017 |
| Assistant, Band Camp (if assigned) | .011 |
| Student Play Production Director | .048 |
| Assistant Play Director | .024 |

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

| | |
|---|------|
| 12th Grade 2 per grade..... | .046 |
| 11th Grade 2 per grade..... | .039 |
| 10th Grade 2 per grade..... | .037 |
| 9th Grade 2 per grade | .035 |
| 7-8th Grade 2 per grade..... | .028 |
| Student Council Advisor/High School | .046 |
| Middle School Student Council..... | .039 |
| National Honor Society/High School..... | .022 |
| Junior Honor Society..... | .015 |
| Chaperones per Dance (Exclusive of Sponsors)..... | \$25 |
| All Superintendent Approved Clubs..... | .022 |
| Building Trades II..... | .05 |

ELEMENTARY ACTIVITIES

Three dollars (\$3.00) per pupil based on Fall Count will be allocated each year for stipends for supervising the following activities which are to be submitted to the building principal for approval. The principal may use this allocation after consultation with staff submitting requests involving extra-curricular services. It must be understood that each building usage of these stipends does not become

precedent-setting for other buildings. In no event shall more than a \$300.00 stipend be paid to an individual staff member, per activity. Areas of possible usage:

1. Inter/Intramural 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 9. If cuts are necessary, this will be one of the last areas involved.

Safety and Service ----- One stipend per building----- .0095
 Parsons, Chapman, Hunter, Weiss (Service)
 Parsons, Chapman, Hunter, Weiss (Safety)

Elementary Assigned Indoor Morning Duty (10 minutes)----- \$250 per semester
 Elementary Assigned Outdoor Morning Duty (10 minutes)----- \$325 per semester

GENERAL ASSIGNMENT

- A. Journalism (as an after-school activity)..... .0185
 - High School Yearbook..... .052
 - Middle School Yearbook..... .0159
- B Annual stipends will be provided only in cases where a split grade assignment at the elementary academic level is imposed by the Board, (excluding Special Education, Art, Music, and Physical Education) and whereby a single teacher is assigned more than one grade level for instructional purposes as follows:
 - 1-4 students from another grade level0064
 - 5-9 students from another grade level0127
 - 10+ students from another grade level0190
- C. Adult Education (per hour) \$25
- D. Summer School/Curriculum Rate (per hour) \$25
- E. Driver Training (per hour) \$25
 - Driver Training Director0239
- F. Hourly teaching substitution or accepting students from an unsupervised class
 (In lieu of release time, per 5 minute increment) \$2.69
- G. Hourly teaching substitution or accepting students from an unsupervised class in lieu of payment in F above: Annually, each teacher may select compensatory time instead of payment in F above. Teachers subbing in this situation will earn compensatory time in an equivalent amount to the time spent subbing. If the teacher accumulates 350 minutes of compensatory time, the teacher earns a full day of excused absence. Compensatory time may be used in full or half day increments. Use of compensatory time shall be governed by procedures for personal leave time except that it may be used before or after a holiday with prior approval of the building administrator. Compensatory time may not be used in increments more than two consecutive days and may not be attached to other personal leave time. Staff must notify the administrator at least 24 hours in advance to use compensatory time and the request may be denied based on the number of absences for the day requested. If there are multiple requests, it may be honored on a first come first served basis. All compensatory time must be used prior to severance from the district. If not used, it will be paid out at the rate in F above. An employee may request to be paid out at the end of any school year.

- H. Lunch Duty-- Maximum of four (4) per period at HS and four (4) per period at MS
30 minute period \$750 per semester and one lunch per day
- I. Teachers may accept an extra-contractual class above the normal workday schedule. It is clearly understood the teacher workday is extended the equivalent time beyond the normal workday. On a six-period day, the teacher shall receive additional compensation equal to 1/6 of his annual base salary up to a maximum of 1/6 of the MA Step 7 amount.
- J. Designated Teaching Principals
 - School with full-time principal0012
 - Without full-time principal (one year)..... .0223
- K. Testing Coordinators
 - Advanced Placement Coordinator \$300
 - Building Level Testing Coordinator..... \$500
 - Building Website Coordinator \$400

APPENDIX C SALARY AND FRINGE BENEFITS

A. Salaries

1. Five years previous experience allowed normally, this provision may be waived by the Board when it is deemed necessary.
2. Provisions for differentials: Psychologist - Add \$750.00 to amount scheduled.
3. For salary positions dependent upon semester hours, the following shall apply:
 - a. BA+20, MA, MA+20, MA + 40/Ed. Spec/Ph.D., shall be reimbursable if completed as a part of a program leading toward an advanced degree or if approved by the principal as necessary or beneficial to the teacher's assigned responsibilities or professional goals.
 - b. Only Transcripts on file in the Superintendent's office by November 15 will be counted for pay purposes.
4. Non-teaching experience required for a vocational certificate may be counted in lieu of teaching a course for which federal vocational funds are allowed and paid. Salary maximums are affected by the provisions and any necessary reductions in salary coincide with changes in teacher schedules.
5. Teachers will receive their salary over 24 pay periods per year, to be paid on the 3rd and 18th of each month. Pay dates that fall on a Saturday or a Sunday will be paid on the Friday before except the January 3rd payment will be made no earlier than January 2.

6. To advance a step on the salary grid, a teacher must work 2/3 of the days of the semester to get credit for the semester or 2/3 of the days of the year to get credit for the year. Those teachers participating in job sharing team shall each earn one semester credit toward advancement on the salary schedule.
7. The salary, insurance and leave benefits of a part-time employee shall be proportionately reduced. However, those full-time employees reduced to a part-time position shall retain full-time benefits.
8. In compliance with Section 164h(1)(d) of PA 108 of 2017 and section 1250 of the Michigan Revised School Code, the Board will implement a policy that will include job performance and job accomplishments as a significant factor in determining compensation and communicate such policy to the Association by October 1 of each year. This policy will not alter the terms of this Agreement. The parties recognize it is an Unfair Labor Practice to advance a grievance on a prohibited subject to arbitration.

B. Longevity Stipend

Bargaining unit members with at least twelve (12) years of service in the bargaining unit as of the end of the prior school year shall, receive a longevity stipend in addition to their base salaries and payable on or before December 21st of each year, in accordance with the following schedule.

| | |
|----------------------------|-----------|
| 12-14 years completed | \$350.00 |
| 15-19 years completed | \$700.00 |
| 20 or more years completed | \$1050.00 |

C. Insurance Benefits

1. The Board shall provide to each bargaining unit member upon application and subject to the rules and regulations of the carrier(s), the opportunity to participate in a MESSA PAK A or PAK C, containing the following:
 - a. \$50,000 Term Life Insurance
 - b. Health Coverage – each member shall have the following choice:

MESSA Choices with the Saver RX drug card, \$500/\$1000 \$20/\$25/\$50; or

MESSA ABC Plan 1. Annually, the District will contribute \$1,125/\$2,250 toward the Health Savings Account (this contribution is also subject to the 80/20 share).

The District shall continue the 80/20 premium share for the 2021-2023 school years. Contributions by employees shall be made on a tax-free basis through payroll deduction. The parties agree to reopen the health coverage if it is impacted by the Affordable Care Act.
 - c. Delta Dental Plan 80-80-50 with Orthodontic Rider (\$1,000 lifetime max)
 - d. VSP Silver - Vision Plan

- e. Long-term Disability Insurance with a maximum monthly benefit of \$5,000, Alcohol/Drugs - 2 years, Mental/Nervous - 2 years, 66 2/3%, Freeze on offsets a sixty (60) calendar day wait.
- 2. Unit members not electing to receive health insurance from the District shall receive a cash in lieu contribution of \$2000 per year. When both husband and wife are employees of the District, one spouse must opt for this cash in lieu option.
- 3. If a unit member retires, the insurance fringe benefits in this section shall continue in effect to the extent required by Public Law 99-272, Title X (COBRA) at no expense to the District. Insurance fringe benefits will be discontinued in the month of retirement and/or resignation unless the premium is paid for by the former bargaining unit member.
- D. The parties agree to set up an IRS Section 125 plan to address childcare, dependent care, medical and/or dental expenses not covered by insurance. Upon written authorization from the bargaining unit member, the District shall deduct from the salary of the member and made an appropriate remittance for voluntary contributions to programs jointly approved by the District and the Union and/or member.

Gibraltar Board of Education

Rod Green, Chief Negotiator

Amy Conway, Superintendent

Date

Gibraltar Education Association, MEA/NEA

Char Kuppe, Chief Negotiator

Rocco Giorgi, Union Representative

Date

APPENDIX D
Gibraltar School District
GRIEVANCE REPORT TIMETABLE

Date of Alleged Violation _____

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

Informal

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

Formal Level I

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

Formal Level II

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

Formal Level III

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

Grievance # _____

APPENDIX D
Gibraltar School District

GRIEVANCE REPORT FORM

To: _____

From: _____

Date: _____

Assignment: _____

Building: _____

LEVEL I:

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

(Attach all supporting papers)

ARTICLES VIOLATED: _____

RELIEF REQUESTED: _____

Signature of Association Representative

Date

DISPOSITION OF BUILDING ADMINISTRATOR: _____

Signature

Date

Grievance #

LEVEL II:

DATE RECEIVED BY SUPERINTENDENT OR DESIGNEE: _____

DISPOSITION OF SUPERINTENDENT OR DESIGNEE: _____

Signature

Date

LEVEL III:

DATE SUBMITTED TO ARBITRATION: _____