

MASTER AGREEMENT

BETWEEN

THE GIBRALTAR BOARD OF EDUCATION

AND

THE GIBRALTAR EDUCATION ASSOCIATION
MEA/NEA

July 1, 2025 – June 30, 2027

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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, 2027.
- 2.2 Upon written notice to the other party, any time after February 1, 2027 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 term "the Union" is used hereinafter, shall refer to Gibraltar Education Association MEA/NEA.
- 3.7 Whenever the term "Union Representative" is used, it is to mean the representative of the Union in the school or their alternate Union designee.
- 3.8 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.

- 3.9 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.
- 3.10 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.
- 3.11 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 Employer shall provide to the Association President via email a list of bargaining unit members employed by the Employer by October 1 each year and as required by law, including their name, hire date, assignment, email address, mailing address, personal telephone number, base wages (step and lane), employee ID number, personal identification code (PIC), and their full or part-time status. 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 website. The Union or its representatives shall be informed of any new policy adopted by the Board after execution of the 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 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. Employees may choose to pay their Union membership dues by payroll deduction if allowed by law. The Union will notify the District of the amount to be deducted for each employee along with the authorization form in Appendix F from each employee opting for payroll deduction by September 1 each year. The dues will be deducted from the second pay of the month over ten (10) months (1/10 per pay) beginning in September. The District will remit the collected fees from the payroll deductions to the Union within ten (10) days of collection along with a report indicating the amounts attributable to each employee.
- 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 their 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 their 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 their building, for the same purposes in accord with the same guidelines used for the Superintendent's meetings described in 5.7.
- 5.9 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 their designee. The Union will be given the agenda two days prior to the meeting.
- 5.10 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.
- 5.11 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.
- 5.12 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 having 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.

- 5.13 Union representatives shall have the right to confer with teachers, investigate grievances, and visit schools during hours (as set forth in paragraph 5.6) 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 their 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 their 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.
- 5.14 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.
- 5.15 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 AND DISCIPLINE

6.1 DISCIPLINE PROCEDURES FOR ALL BARGAINING UNIT MEMBERS

- A. 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.
- B. Any member shall, upon request be entitled to Association representation for any investigatory meeting that could lead to disciplinary action or any meeting that the teacher is being reprimanded or disciplined for any infraction. 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.
- C. 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.

- D. Any complaint made against any bargaining unit member by any parent, student, or other person, will be called to the attention of the member as soon as practical if said complaint is to be investigated or placed in the member's personnel file.
- E. 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.
- F. The District shall generally apply discipline in a progressive manner but may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District's investigation. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary

6.2 DISCIPLINE PROCEDURES - TEACHERS SUBJECT TO THE MICHIGAN TENURE ACT

- A. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. The District will follow the Investigation Procedures in Appendix G regarding any alleged misconduct that may lead to discipline of a bargaining unit member. Any changes to the investigation procedures in Appendix G must be mutually agreed upon between the GEA and the District. The grievance procedure may only be utilized if any such discipline results in loss of pay.
- B. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.
- C. Discipline may include but is not limited to:
 - 1. Verbal warning or verbal reprimand
 - 2. Written warning or written reprimand
 - 3. Suspension with loss of pay
 - 4. Discharge

6.3 DISCIPLINARY PROCEDURES - BARGAINING UNIT MEMBERS NOT SUBJECT TO TENURE ACT

- A. 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.

- B. 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.
- C. Progressive Discipline - In the event such disciplinary action becomes necessary, the following actions may be implemented:
 - 1. Verbal warning or verbal reprimand
 - 2. Written warning or written reprimand
 - 3. Suspension with loss of pay
 - 4. Discharge

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. If the 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 their designee within seven (7) days after the principal's decision is or should have been communicated to the Union. The Superintendent or their designee shall conduct a formal grievance hearing within ten (10) days from the date the written grievance was presented to the Superintendent or their 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 their 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 their 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 their 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 conducted 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 their 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 their 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 their 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 their 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, they have a right to review their file and the superintendent or their 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 their teaching shall be placed in their 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 their designee is in all cases responsible for the maintenance and upkeep of personnel files. The Superintendent or their 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, Lakeshore Virtual 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, Lakeshore Virtual, 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 260 minutes per week unassigned time for preparation or conference (the district will strive to provide prep time in a minimum of 30 minute increments) 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 ensure 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, they 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 their 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, middle school, or elementary schools 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 their 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. Any case of assault or threatened assault shall be promptly reported to the administration.
- 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 IEP/504) assigned to their classes. "Notification" shall be construed to include a review of the student's history and explanation of their condition and suggestions and/or requirements for meeting their 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 VACANCIES AND TRANSFERS

- 13.1 A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer and the Board determines to fill it. Newly created bargaining unit positions and any leave of absence by a Teacher for the entire school year shall also be considered vacancies if the Board determines to fill them. Any vacancy that occurs after the beginning of the school year shall be considered temporary and may be filled temporarily for that school year only. If the position is to continue beyond the initial year, it shall be posted according to procedures below.
- 13.2 When any bargaining unit vacancies occur, the Board shall inform the Association, provide electronic notice to employees, and post the vacancy on the applicant tracking platform. It is agreed between the parties that notification of vacancies through email is a courtesy and failure to have received same shall not be subject to the grievance procedure.
- 13.3 Vacancies shall be posted for five (5) school days before being filled unless the superintendent and the Association President mutually agree to a shorter posting period due to unique challenges with a certain position. Bargaining unit employees may apply for such positions on the applicant tracking platform. The Board agrees to consider certification, distinguishing factors of qualification as defined in Article 14.6, and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact (phone call or in person) to discuss the basis for the non-selection.

- 13.4 A transfer is when a teacher's duty station is changed from one building to another, when assigned to a different position requiring travel between buildings (other than between the High School and Middle School or specials teachers), or a teacher's assignment is changed from general education to special education.
- 13.5 Transfer of Assignments or Location:
Generally, teachers will continue in the same assignment from year to year, however, the District shall have the right to assign teachers according to the schedule and make transfers for reasons that are not arbitrary or capricious. If a transfer is needed, the administration will ask for volunteers to be considered. Requests from a bargaining unit member for a specific transfer shall be made by filling out the form provided by the GSD. The request shall state the reasons for the transfer, the applicant's qualifications, certification, and rationale. The employee shall receive acknowledgement of receipt of the transfer request within five (5) workdays. To ensure the active consideration of transfer requests for the following academic semester, all transfer requests must be filed and renewed annually, prior to April 1 of each academic year.
- 13.6 It is the responsibility of all teachers to ensure that updated transcripts and added endorsements are currently on file at Central Office.

ARTICLE 14 LAYOFF AND RECALL

- 14.1 It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this Article shall be used in any reduction of staff, laying off and recalling teachers.
- 14.2 The district retains the right to determine the teaching schedule each year. If any current teaching positions are eliminated, the members in the positions being eliminated are considered displaced. A displaced teacher shall be transferred to a vacant position within their area of certification prior to any teacher being laid off.
- 14.3 If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority provided all other distinguishing factors of qualification of those teachers from each other are equal as stated in Section E below.
- 14.4 At least ten (10) calendar days prior to layoff notices being given to teachers, the District shall meet with the Association to discuss a contemplated reduction in personnel with the potential staff affected and rationale. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.
- 14.5 Certification shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned.

- 14.6 Distinguishing factors of qualification shall be defined as holding appropriate certification for the position, severity of a teacher's disciplinary record, relevant special training (in accordance with MCL 380.1248), verified abuse of sick or personal leave, and the most recent year-end evaluation rating.
- 14.7 The certification and distinguishing factors of qualification of a teacher to be laid off shall be the certification and accumulated distinguishing factors of qualification on file with the Board at the time the layoff notification to the Association occurs. The certification and distinguishing factors of qualification of a teacher to be recalled from layoff shall be the certification and distinguishing factors of qualification on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.
- 14.8 The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or any other notice. It shall be the responsibility of the teacher to notify the Board of any change in address.
- 14.9 Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective in their most recent year-end evaluation. If there are any vacancies during this period, teachers will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section 14.6 above.
- 14.10 If the teacher fails to report to work within ten (10) work days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall.
- 14.11 The Board's obligation to pay salary and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the end of the month of the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

ARTICLE 15 EVALUATION

- 15.1 The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and evaluation procedures in Appendix E regarding the evaluation of teachers. The Charlotte Danielson Framework for Teaching shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the evaluation procedures in Appendix E must be mutually agreed upon between the GEA and the District.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 16.2 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 email 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 their 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 their 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 2, 3, 4 and 5 of Schedule B will be posted in the buildings each fall and as needed.

ARTICLE 18
CURRICULUM DEVELOPMENT AND IMPLEMENTATION

- 18.1 Both parties acknowledge the value of staff participation in school-level and district-level committees or workgroups. These committees may include curriculum review teams, school improvement teams, PBIS teams, etc. Curriculum review teams may work on assessment of current programs, future needs, expansion of programs, textbook review, and coordination of professional development as determined by the Executive Director of Instruction.
- 18.2 The administration will determine the number of committee members and select participants based on the committee's specific needs, the relevant experience of staff members, and their interest in participating. Participation in these committees is voluntary and members will not be required or intimidated in any way to volunteer for these committees.
- 18.3 Committee meetings may be scheduled during or outside of the regular school day. If meetings occur during the school day, the District will provide substitutes as needed. For meetings held outside of the school day that exceed 45 minutes, GEA members will be compensated at the rate specified in Schedule B, General Assignment, D. Summer Schools/Curriculum Rate, for the actual hours worked. Any work outside of the school day must be pre-approved by the administration.

ARTICLE 19
DISTRICT SENIORITY

- 19.1 Beginning with the 2025-26 school year, the district shall establish and maintain a district-wide seniority list. The seniority list shall be emailed to each bargaining unit member by October 1 each year. Any proposed corrections shall be brought to the attention of the administration and Association President for review by November 1 each year. After mutual agreement, the list shall be final.
- 19.2 Teachers hired into the bargaining unit shall be placed on the seniority list on their first day of work in the bargaining unit in the regular school calendar for their most recent date of hire. Seniority is not affected by any leaves of absence with or without pay of less than one year, absences due to layoff of less than two years, or the full duration of a qualified military leave. All seniority shall be lost when a teacher retires, resigns, or is discharged. Bargaining unit members hired into a non-bargaining unit position in GSD 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.
- 19.3 In the event of conflicts originating between teachers at the district level due to identical seniority dates, 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 facilities 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/class in grades K-3 and 28/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 prorated 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 equals \$70.00 per class period per marking period.
3. Three students over the maximum equals \$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.
- 20.8 Article 20 does not apply to Lakeshore Virtual teachers. Students assigned to a virtual teacher will not exceed two hundred fifty (250) students at any given time.

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. Lunchroom, 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 will ensure 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 equipment 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 two (2) 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 or Emergency Closure 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 for the day.
- d. Teachers may sell back any of their accumulated days in excess of thirty (30) at \$100 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.
- e. Attendance Incentive Payment for the 2025-27 contract only (sunset June 30, 2027) Teachers who limit the use of sick leave and personal business days shall receive an additional stipend payment as follows:

Attendance Incentive for Each Semester	Stipend Paid (January, June)
0 to 1 Absences for Sick or Personal Leave	\$500
1.5 to 2 Absences for Sick or Personal Leave	\$250
2.5 to 3 Absences for Sick or Personal Leave	\$100

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 their 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, brother-in-law, step brother, sisters, sister-in-law, step sister, legal guardian or any dependent living in the household of the teacher. In the matter of in-laws or stepfamily 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 their designee 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 their 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 their 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, their agent, or members of their family or any litigation which has been initiated against the teacher, their agent, or members of their 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 their 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 their 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 their 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, their leave will be automatically terminated and their 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 their 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 their 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 their 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 their 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 their 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 their 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 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, the stipend will be prorated.
- 26.6 Lakeshore Virtual – In addition to a mentor provided to a new teacher in their first three years of teaching, all teachers who are new to the virtual setting will be supported by a Lakeshore Virtual Teacher Support Coach. This is a voluntary position compensated \$1000 per year on Schedule B. If the full year is not worked, the stipend will be prorated. The LVS Teacher Support Coach will support new virtual teachers with issues such as:
- Understanding how to work within the virtual platform.
 - Understanding how to document the required contact with students.
 - Understanding how to work with SE, 504, and ELL students.
 - Answering teacher questions as needed.

**GIBRALTAR SCHOOL DISTRICT
SCHOOL CALENDAR
2025-26**

Staff Meeting/teacher workday (TWD)	August 26, 2025
Professional development day 6 hours PD, 1 instructional day	August 27, 2025
Staff Report Day	August 28, 2025
No school - Labor Day	September 1, 2025
First day of school - 1/2 day for all students (p.m. TWD)	September 2, 2025
Half day for all students (p.m. professional development day for teachers)	September 24, 2025
No school - Autumn break	October 20 and 21, 2025
Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS)	October 31, 2025
End of 1st quarter	October 31, 2025
No school for students Election Day, (professional development day for teachers) 6 hours PD, 1 instructional day	November 4, 2025
Half day for Elem and MS students (p.m. parent/teacher conferences)	November 6 and 7, 2025
No school - Thanksgiving Break	November 26-28, 2025
No school - Winter Break	Dec 22, 2025 -Jan 2, 2026
School resumes	January 5, 2026
No school for students (professional development day for teachers) 6 hours PD, 1 instructional day	January 16, 2026
No school - MLK Day	January 19, 2026
CHS - Exams, full day for students	January 28, 2026
CHS - Exams , half day for HS students (p.m. TWD)	January 29 and 30, 2026
Half day for all students (p.m. TWD)	January 30, 2026
End of 2nd quarter and semester	January 30, 2026
No school for students (professional development day for teachers) 6 hours PD, 1 instructional day	February 13, 2026
No school - Presidents' Day	February 16, 2026
No school - spring break	March 30-April 6, 2026
School resumes	April 7, 2026
Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS)	April 10, 2026
End of 3rd quarter	April 10, 2026
Half day for all students (p.m. professional development day for teachers)	April 22, 2026
No School - Memorial Day	May 25, 2026
CHS - Exams (full day for students)	June 9, 2026
CHS - Exams (a.m students, p.m. TWD)	June 10 and 11, 2026
Last day of school - half day for all students (p.m. TWD)	June 11, 2026
End of 4th quarter and semester	June 11, 2026

TWD = Teacher Work Day

182 teacher days

4 days of six hour PD counted as instructional days

Gibraltar School District School Calendar 2026/27

Staff Meeting/teacher workday (TWD)	September 1, 2026
Professional development day	September 2, 2026
Staff Report Day	September 3, 2026
No school - Labor Day	September 7, 2026
First day of school - 1/2 day for all students (p.m. TWD)	September 8, 2026
Half day for all students (p.m. professional development day for teachers)	September 30, 2026
No school - Autumn break	October 19 and 20, 2026
No school for students Election Day, (professional development day for teachers)	November 3, 2026
Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS)	November 6, 2026
End of 1st quarter	November 6, 2026
Half day for Elem and MS students (p.m. parent/teacher conferences)	November 12 and 13, 2026
No school - Thanksgiving Break	November 25-27, 2026
No school - Winter Break	Dec 21, 2026 -January 1, 2027
School resumes	January 4, 2027
No school for students (professional development day for teachers)	January 15, 2027
No school - MLK Day	January 18, 2027
CHS - Exams, full day for students	January 27, 2027
CHS - Exams , half day for HS students (p.m. TWD)	January 28 and 29, 2027
Half day for all students (p.m. TWD)	January 29, 2027
End of 2nd quarter and semester	January 29, 2027
No school for students (professional development day for teachers)	February 12, 2027
No school - Presidents' Day	February 15, 2027
No school - spring break	March 26-April 2, 2027
School resumes	April 5, 2027
Half day for all students (p.m. TWD for EL/MS, parent/teacher conferences for HS)	April 16, 2027
End of 3rd quarter	April 16, 2027
Half day for all students (p.m. professional development day for teachers)	April 28, 2027
No School - Memorial Day	May 31, 2027
CHS - Exams (full day for students)	June 15, 2027
CHS - Exams (a.m students, p.m. TWD)	June 16 and 17, 2027
Last day of school - half day for all students (p.m. TWD)	June 17, 2027
End of 4th quarter and semester	June 17, 2027

TWD = Teacher Work Day

182 teacher days

4 days of six hour PD counted as instructional days

APPENDIX A
GIBRALTAR SALARY SCHEDULE
2025-26

Step	BA	BA20	MA	MA20	EDSP
1	\$49,326	\$50,347	\$52,293	\$54,393	\$56,920
2	\$50,282	\$51,332	\$53,551	\$55,691	\$58,273
3	\$51,445	\$52,515	\$56,561	\$58,812	\$61,537
4	\$53,801	\$55,441	\$60,129	\$62,444	\$65,343
5	\$56,102	\$58,360	\$63,565	\$66,095	\$69,164
6	\$58,361	\$61,271	\$67,566	\$70,255	\$73,515
7	\$61,320	\$64,995	\$72,073	\$74,945	\$78,415
8	\$65,068	\$68,966	\$76,573	\$79,630	\$83,312
9	\$69,567	\$73,741	\$81,587	\$84,831	\$88,760
10	\$74,068	\$78,527	\$86,589	\$90,034	\$94,209
11	\$77,907	\$82,588	\$91,462	\$94,432	\$98,440
12	\$80,937	\$85,795	\$95,380	\$97,853	\$101,657
13	\$83,321	\$88,217	\$97,874	\$100,331	\$104,145
14	\$89,572	\$94,837	\$105,220	\$105,827	\$109,849

EDSP lane includes Second Masters, Ed.S, Ph.D., and Ed. D. degrees.

GIBRALTAR HALF STEP SALARY SCHEDULE
2025-26

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	EDSP
1.5	\$49,804	\$50,839	\$52,922	\$55,042	\$57,597
2.5	\$50,863	\$51,924	\$55,056	\$57,251	\$59,906
3.5	\$52,623	\$53,978	\$58,344	\$60,628	\$63,440
4.5	\$54,951	\$56,900	\$61,847	\$64,270	\$67,254
5.5	\$57,232	\$59,816	\$65,565	\$68,175	\$71,340
6.5	\$59,840	\$63,133	\$69,819	\$72,600	\$75,964
7.5	\$63,193	\$66,980	\$74,324	\$77,287	\$80,863
8.5	\$67,317	\$71,354	\$79,080	\$82,230	\$86,036
9.5	\$71,817	\$76,135	\$84,088	\$87,432	\$91,485
10.5	\$75,987	\$80,558	\$89,025	\$92,234	\$96,325
11.5	\$79,422	\$84,191	\$93,421	\$96,143	\$100,048

**GIBRALTAR SALARY SCHEDULE
2026-27**

Step	BA	BA20	MA	MA20	EDSP
1	\$51,053	\$52,109	\$54,123	\$56,297	\$58,912
2	\$52,042	\$53,129	\$55,425	\$57,640	\$60,313
3	\$53,246	\$54,353	\$58,540	\$60,870	\$63,691
4	\$55,684	\$57,382	\$62,234	\$64,630	\$67,630
5	\$58,065	\$60,403	\$65,790	\$68,409	\$71,585
6	\$60,404	\$63,416	\$69,930	\$72,714	\$76,088
7	\$63,466	\$67,270	\$74,595	\$77,568	\$81,159
8	\$67,345	\$71,380	\$79,253	\$82,417	\$86,227
9	\$72,002	\$76,322	\$84,443	\$87,800	\$91,867
10	\$76,660	\$81,275	\$89,619	\$93,185	\$97,506
11	\$80,634	\$85,479	\$94,663	\$97,738	\$101,885
12	\$83,770	\$88,797	\$98,719	\$101,278	\$105,215
13	\$86,237	\$91,304	\$101,299	\$103,843	\$107,790
14	\$92,707	\$98,156	\$108,903	\$109,531	\$113,694

EDSP lane includes Second Masters, Ed.S, Ph.D., and Ed.D. degrees.

**GIBRALTAR HALF STEP SALARY SCHEDULE
2026-27**

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	EDSP
1.5	\$51,547	\$52,619	\$54,774	\$56,969	\$59,613
2.5	\$52,643	\$53,741	\$56,983	\$59,255	\$62,002
3.5	\$54,465	\$55,868	\$60,386	\$62,750	\$65,660
4.5	\$56,875	\$58,892	\$64,012	\$66,519	\$69,608
5.5	\$59,235	\$61,909	\$67,860	\$70,561	\$73,837
6.5	\$61,934	\$65,342	\$72,262	\$75,141	\$78,623
7.5	\$65,405	\$69,325	\$76,925	\$79,992	\$83,693
8.5	\$69,673	\$73,851	\$81,848	\$85,108	\$89,047
9.5	\$74,330	\$78,799	\$87,031	\$90,492	\$94,686
10.5	\$78,647	\$83,378	\$92,140	\$95,462	\$99,696
11.5	\$82,202	\$87,138	\$96,691	\$99,508	\$103,550

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 their job performance covering all aspects of the coaching assignment.
 - 1. If the coach's performance has been satisfactory, they 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, they 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 their desire to continue in the coaching position or their 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 (MHSAA Rules and Regulations) as well as those items cited on the posting. When a coach advances to administrative ranks, their 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.

- E. Salaries in this Appendix shall be determined by multiplying the applicable year's Base Salary 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.

Activity	Base Salary	Amount Paid
Listed Percentage	95% of BA 1 Step	Stipend

COACHING

Pay for coaching sports in Sections A and B and the Marching Band Director stipend will be based on the following scale:	
Step 1	1-3 years of experience in that activity
Step 2	4-7 years of experience in that activity
Step 3	7 or more years of experience in that activity

Coaching	Experience Years	Base Salary	Amount Paid
Listed Percentage	Step 1	95% of BA 1 Step	Stipend
Listed Percentage	Step 2	97.5% of BA 1 Step	Stipend
Listed Percentage	Step 3	100% of BA 1 Step	Stipend

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, B/G Bowling, MS Co-Ed Soccer, Special Olympics and Unified Activities Coordinator (full year)	
1	Head Coach	.095
2	Assistant	.08
3	Reserve	.08
4	Ninth	.075
5	Middle School	.068
6	Special Olympics and Unified Activities Coordinator (full year)	.095

C	ANNOUNCER, TIMEKEEPER/SCOREBOARD, TICKET TAKERS, SCOREKEEPER	
Game Announcer: JV/Varsity Football, Basketball, Soccer, Swim, Volleyball, Wrestling		
1	First game through 10 th game per year	\$30 per game
2	11 th game through 20 th game per year	\$35 per game
3	21 st game and more per year	\$40 per game

Scorekeeper: Varsity: Basketball, Swim, Volleyball; JV/Freshman: Basketball, Volleyball			
1	First game through 10 th game per year	\$30 per game	
2	11 th game through 20 th game per year	\$35 per game	
3	21 st game and more per year	\$40 per game	
Ticket Attendant Per Individual Sport Date			
1	First date through 10 th date per year	\$30 per date	
2	11 th date through 20 th date per year	\$35 per date	
3	21 st date and more per year	\$40 per date	
Timekeeper/Scoreboard /Additional Game Workers (as needed, to be determined by superintendent or designee): Football, Basketball, Swim, Volleyball, Soccer			
		High School	Middle School
1	First game through 10 th game per year	\$30 per game	\$25 per game
2	11 th game through 20 th game per year	\$35 per game	\$30 per game
3	21 st game and more per year	\$40 per game	\$35 per game
4	Ticket Attendant Per Invitational or Tournament	\$50 per event	\$50 per event
5	Ticket Attendant for MS Football		\$25 per game

SECONDARY SPONSORS

A	Intramurals	
1	Football	.0175
2	Basketball	.0175
3	Baseball	.0175
4	Volleyball	.0175
5	Softball	.0175
6	Director of Entire Inter/Intramural Sports Program	.0592

B	Student Music and Play Activities (In lieu of class time)	
1	Band Director/High School	.08
	Band Director/HS Marching Band	.04
2	Band Director/Middle School (if assigned)	.064
3	Band Director/Elementary (per day)	.0008
4	Choral Director/High School	.032
5	Choral Director/Middle School	.017
6	Band Camp Sponsorship	.017
7	Assistant, Band Camp (if assigned)	.011
8	Student Play Production Director	.048
9	Assistant Play Director	.024
10	Auditorium Supervisor	.038

C	Student, Class Club Activity Sponsorship (In lieu of class time) (One stipend per activity unless listed otherwise.)	
1	12th Grade (2)	.046
2	11th Grade (2)	.039
3	10th Grade (2)	.037
4	9th Grade (2)	.035
5	7-8th Grade (2)	.028
6	Student Council Advisor/High School	.046
7	Middle School Student Council	.039
8	National Honor Society/High School	.022
9	Junior Honor Society	.015
10	Chaperones per Dance (Exclusive of Sponsors)	\$25
11	All Superintendent Approved Clubs	.022
12	Building Trades II	.050
13	Robotics Coach MS	.068
14	Robotics Coach HS	.068

ELEMENTARY ACTIVITIES

Teachers may volunteer to provide extracurricular activities outside of their contracted work hours. They shall provide a written proposal to the administration for approval of the activity including but not limited to dates, hours, duration, and approximate total cost. Upon administration approval, the teacher will be compensated at a rate of \$25 per hour for the activity and shall provide the weekly time sheet form to the administrator for payment.

GENERAL ASSIGNMENT		
A	Elementary Safety and Service - One stipend per building (each)	.0095
	Assigned Indoor Morning Duty (10 minutes)	\$350 per semester
	Assigned Outdoor Morning Duty (10 minutes)	\$450 per semester
	Assigned Outdoor Afternoon Duty (10 minutes)	\$450 per semester
	Journalism (as an after-school activity)	.0185
	High School Yearbook	.0520
	Middle School Yearbook	.0200
B	Annual stipends will be provided only in cases where a split grade assignment at the elementary academic level is imposed by the Board, (excluding Special Education, Art, Music, and Physical Education) and whereby a single teacher is assigned more than one grade level for instructional purposes as follows:	
	1-4 students from another grade level	.0064
	5-9 students from another grade level	.0127
	10+ students from another grade level	.0190
C	Adult Education (per hour)	\$25
D	Summer School/Curriculum Rate (per hour)	\$35

E	Driver Training (per hour)	\$25
	Driver Training Director	.0239
F	Hourly teaching substitution or accepting students from an unsupervised class (In lieu of release time, per 5 minute increment)	\$3.35
G	Lunch Duty-- Maximum of four (4) per period at HS, four (4) per period at MS, and two (2) per period at elementary (includes one lunch per day)	\$750 per semester
H	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 their annual base salary up to a maximum of 1/6 of the MA Step 7 amount.	
I	Designated Teaching Principals	
	School with full-time principal	.0012
	Without full-time principal (one year)	.0223
J	Testing Coordinators	
	Advanced Placement Coordinator	\$500
	Building Website Coordinator	\$400
	K-5 Testing Coordinator	\$500
	Middle School Testing Coordinator (2) each	\$500
	HS Grade Testing Coordinator (2) each	\$500
	SSD Coordinator (HS)	\$500
K	Lakeshore Virtual Teacher Support Coach	\$1000

APPENDIX C

SALARY AND FRINGE BENEFITS

A. Salaries

1. Five years previous experience is 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. BA+20, MA, MA+20, EDSP (Second Masters Degree, Ed.S., Ed.D., Ph.D. degrees) lane advancement shall be granted if completed as a part of an approved program leading toward an advanced degree. Additionally, credits that are not toward an advanced degree may also be approved toward lane advancement for BA20 or MA20. Any advanced degree program or credits toward lane advancement must be specifically approved by central office administration using a district provided form at least ninety (90) days in advance of commencement of the program (exceptions may be granted by administration). A Second Masters Degree Program started after May 1, 2025 may be considered for lane advancement if specifically approved in advance by administration.

Employees currently on MA20, MA40/EDSP, lane or have a second Masters degree as of May 3, 2023 are grandfathered on their respective lane. 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) full 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. Employees must be in paid status for 2/3 of the year to get credit for the year of service.

Years Completed	Annual Stipend
12-14	\$500
15-19	\$1000
20 or more	\$1500

C. Insurance Benefits

The Board shall provide each bargaining unit member upon application and subject to the rules and regulations of the carrier(s), the opportunity to participate in a MESSA Plan, containing the following:

Plans currently are as follows, premiums and taxes are subject to 80/20 share:

ABC 1 \$1650/\$3300 ABC Rx

District contributes \$900/\$1800 to HSA, employee contributes \$225/\$450

Choices \$500/\$1000 Saver Rx

Effective January 1, 2026, the health/medicals plans will be as follows:

MESSA ABC PLAN 2 \$2000/\$4000 with 3-Tier Rx Health Savings Account HSA

MESSA ABC PLAN 2 \$2000/\$4000 with 5-Tier Rx Health Savings Account HSA

MESSA ABC PLAN 2 \$2000/\$4000 with 5-Tier Rx HSA and 20% Coinsurance

The district will contribute \$3000/\$1500 for each member HSA to the following schedule:

PLAN	COVERAGE	EMPLOYER CONTRIBUTION TO HSA	EMPLOYER CONTRIBUTION EACH JANUARY
All ABC 2 Plans	Single Subscriber	\$1500	\$1500
All ABC 2 Plans	2 Person	\$3000	\$3000
All ABC 2 Plans	Full Family	\$3000	\$3000

If an employee is hired, resigns or leaves midyear, the deductible amount paid by the district will be prorated. If the contribution is more than the proration amount, the employee will need to reimburse the district or the amount owed will be subtracted from the final pay.

If the IRS rules adjust the deductibles of the ABC Plans, the district will continue to contribute 75% of the new deductible amount.

Other Benefits provided to employees electing or not electing medical insurance:

- a. \$50,000 Term Life Insurance
- b. Delta Dental Plan 100-80-50 \$1500 with Orthodontic Rider (\$2000 lifetime max)
- c. Vision Plan VSP 3+P 250 CL
- d. 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.

MEMBERS NOT ELECTING HEALTH/MEDICAL INSURANCE

Unit members not electing to receive health/**medical** 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.

RETIREMENT/RESIGNATION

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.

SECTION 125 PLAN

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 make an appropriate remittance for voluntary contributions to programs jointly approved by the District and the Union and/or member.

GIBRALTAR BOARD OF EDUCATION

Rodney Green, Chief Negotiator

Amy Conway, Superintendent

Date

GIBRALTAR EDUCATION ASSOCIATION, MEA/NEA

Rocco Giorgi, Chief Negotiator

Tiffany Reece, President

Date

**APPENDIX D
GIBRALTAR SCHOOL DISTRICT
GRIEVANCE REPORT TIMETABLE**

Date of Alleged Violation _____

LEVEL	TEACHER AND/OR UNION	ADMINISTRATION/BOARD
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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.
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Formal Level 1

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.
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Formal Level 2

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.
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Formal Level 3

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.
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Grievance # _____

To: _____ Date: _____
From: _____ Assignment: _____
Building: _____

[illegible]

[illegible]

50

DATE RECEIVED BY SUPERINTENDENT OR DESIGNEE: _____

DISPOSITION OF SUPERINTENDENT OR DESIGNEE:

Signature

Date

LEVEL 3:

DATE SUBMITTED TO ARBITRATION: _____

APPENDIX E
GIBRALTAR SCHOOL DISTRICT
TEACHER EVALUATION PROCEDURES

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and evaluation procedures in Appendix E regarding the evaluation of teachers. The Charlotte Danielson Framework for Teaching shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the evaluation procedures in Appendix E must be mutually agreed upon between the GEA and the District.

BIENNIAL EVALUATIONS

Any teacher who has received at least an effective rating on three consecutive year-end evaluations will be evaluated biennially.

1. The biennial rotation will begin in the 2024-25 school year. The principal of each building will determine the group of teachers who will be evaluated in the 2024-25 school year, with the remaining group being evaluated in the 2025-26 school year.
2. Any teacher who is probationary or on an Individualized Development Plan will be evaluated annually.
3. If concerns arise in teacher performance in a non-evaluation year, the principal may choose to complete a full evaluation of the teacher. In this case, the teacher and GEA will be notified of the concerns prior to the beginning of the evaluation process.
4. A teacher scheduled for evaluation will be notified by the second Friday in September that they are on the rotation for evaluation and who their primary evaluator is for that year.

TEACHER TRAINING

All teachers in the district will receive training on the evaluation process and tool every year.

TEACHER EVALUATION PROCESS

Self-Assessment: During a teacher's evaluation year, each teacher will complete their self-assessment of each rubric element of the evaluation tool by the last Friday in September.

Goals and Individualized Development Plans: Probationary teachers and teachers on an IDP will propose three (3) measurable professional growth goals by the last Friday in September. During the teacher's evaluation year, all other tenured teachers will propose one (1) measurable professional growth goal. Goals will be aligned to the evaluation tool, specific to the teacher's needs, and aimed at improving instruction and student achievement. The administrator will review the proposed goal(s) with the teacher and there will be mutual agreement on the goal but determined by the administrator if agreement cannot be reached.

Any probationary teacher or any teacher who has been rated less than effective in one or more rubric elements may be provided with an Individualized Development Plan (IDP) developed by the administrator in collaboration with the individual teacher. This will be completed by the last Friday in September, within four weeks of the teacher being hired, or within four weeks notification of being placed on an Individualized Development Plan.

Observations and Documentation:

A minimum of two observations will be conducted as a part of each teacher's evaluation. One will be collaboratively scheduled in advance and one will be unannounced. Additional observations are permitted and may be announced or unannounced. Observations that will be a part of the year end evaluation will last a minimum of 15 minutes but will generally last 20-40 minutes. The teacher shall provide a lesson plan 24 hours prior to the scheduled observation.

For any teacher with an Individualized Development Plan, including probationary teachers, the minimum number of required observations and observation types will be doubled. Generally, half of the required observations will take place in the first half of the school year and the other half will take place in the second half of the school year. There shall be a minimum of thirty (30) school days between observations that are utilized in a year-end evaluation for tenured teachers not on an IDP.

Post-Observation Meeting and Feedback:

The administrator will schedule a meeting with the teacher within ten (10) school days of the observation to provide feedback. The lesson plan, state curriculum standard and the learning targets being used in the lesson, and a review of pupil engagement in the lesson must be discussed during this post-observation meeting. The administrator will provide the final written feedback within thirty (30) calendar days of the original observation.

Mid-Year Progress Reporting:

The performance evaluation system shall include a midyear progress report for a teacher who is in their probationary period or has been placed on an IDP in their most recent year-end evaluation. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve.

The midyear progress report must include the performance goals outlined above. A GEA representative can attend the midyear progress report meeting upon request of the teacher or administrator. The school administrator shall develop, in consultation and mutual agreement with the teacher (determined by the administrator if agreement cannot be reached) a written improvement plan that includes these goals, training, and is designed to assist the teacher to improve the teacher's rating. The midyear progress report must not take the place of a year-end evaluation.

Student Growth: 20% of the total evaluation using student growth factors (Domain 5).

- 10% of the evaluation will be represented by a building aggregate score determined from state summative assessments (including M-STEP, PSAT, SAT)
- 10% of the evaluation will be represented by two local assessment measures proposed by the teacher by the final Friday in September. The proposed assessments will be reviewed by the administrator, in consultation and mutual agreement with the teacher (determined by the administrator if agreement cannot be reached)
- Student growth data omission for individual students may be approved by the principal if the student has missed a minimum of 1/6 of the scheduled school days or if there are other extenuating circumstances identified by the teacher and approved by the administration.

Final Evaluation Rating: The performance evaluation system must assign a rating to each teacher of effective, developing, or needing support based on the teacher's year-end evaluation. The final evaluation rating will be determined by calculating an average value from each domain, and each domain being weighted in the following manner:

WEIGHTING BY DOMAIN	
15%	Domain 1 – Planning and Preparation
25%	Domain 2 – The Classroom Environment
25%	Domain 3 – Instruction
15%	Domain 4 – Professional Responsibilities
20%	Domain 5 – Student Growth

The final designation will be given based on the score given after the weighting is applied:

FINAL EFFECTIVENESS LEVEL SCALE	
0-1.99	Needing Support
2-2.79	Developing
2.8-4.0	Effective

The final evaluation will be completed by the first Friday in June.

APPENDIX F
GIBRALTAR SCHOOL DISTRICT – MICHIGAN EDUCATION ASSOCIATION
AUTHORIZATION AGREEMENT FOR PAYROLL MEA DUES DEDUCTION - GEA

I hereby authorize the Michigan Education Association and Gibraltar School District to coordinate payroll dues deduction for union dues. This authorization will also allow the Michigan Education Association and Gibraltar School District to adjust entries to correct errors. It is agreed that these withdrawals and deposits and adjustments will be made electronically and under the Rules of the National Automated Clearing House Association.

Employee Name _____
Employee ID (District) _____
Local Association _____
Member MEA ID _____

Total Dues for Year _____
Amount to be Deducted Per Pay = _____ over 10 pays (1/10 per pay)

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year until I provide written notice of cancellation in writing to both the Michigan Education Association and Gibraltar School District a minimum fourteen (14) days prior to the pay date.

It is also my understanding the amount deducted may vary month-to-month and year-to-year, dependent upon factors including - but not limited to - errors, salary/wages earned, and hours worked.

I understand Gibraltar School District may withhold different amounts after the Michigan Education Association provides the District with notice of any changed amounts delineated on this authorization form.

Printed Name _____ Signature _____

Date _____

**GIBRALTAR SCHOOL DISTRICT
MICHIGAN EDUCATION ASSOCIATION UNION DUES
PAYROLL DUES DEDUCTION – CHANGE FORM**

Employee Name _____

Employee ID (District) _____

Local Association _____

Member MEA ID _____

NEW Authorization:

Total Dues Amount _____

Amount Per Pay _____

First Payroll Date for Deduction _____

END Authorization:

Last Payroll Date for Deduction _____

Current Amount _____

Adjustments (if applicable): _____

CHANGE in Authorization Amount:

Current Amount _____

New Amount _____

Effective Date _____

Explanation (if applicable): _____

Submitted By _____ Date _____

APPENDIX G

INVESTIGATION PROCEDURES

An investigation begins when a complaint (verbally or in writing) is received or if a potential violation of misconduct or violation of Board Policy has been observed. If the employee admits to behavior under investigation during the investigatory interview, the investigation is presumed to have been completed in good faith and therefore, the steps listed below may not be necessary in the investigation.

If the issue pertains to the health or safety of an individual, immediate action should be taken to stop the behavior and provide supportive measures to the affected party. If the issue pertains to potential criminal activity, the School Resource Officer should be contacted immediately. The superintendent should be notified immediately as well and they will notify the Union President or designee as soon as feasible.

INVESTIGATION PROCEDURES

1. The Administrator shall contact the Superintendent immediately if the issue may require consideration of placing the employee on paid, non-disciplinary administrative leave while the investigation is occurring. The Union President or designee will be notified by the Superintendent.
2. The employee shall be notified of any complaint or allegation in writing within ten (10) calendar days of receipt of the complaint or allegation if an investigation is commencing.
3. The administrator shall acquire and secure physical evidence as soon as possible. (Physical evidence includes documents, emails, printed screen shots of social media messages, video footage, audio recordings, stolen items, etc.)
4. The administrator shall review Board policies and the Master Agreement for detailed information regarding standards for conduct and guidance regarding discipline.
5. The administrator shall review the respondent's personnel file for any relevant information, prior disciplinary actions, or counseling memoranda.
6. The administrator shall request in writing that the complainant participate in the investigation process including providing a written statement, providing any relevant information, and participating in the interview process if needed. If the complainant limits their participation in the investigation, the administration may still take appropriate action based upon the available information.

7. The administrator shall prepare for interviews as follows:
 - a. Develop a list of individuals that should be interviewed.
 - b. Before the interview, questions should be drafted to ask each person including asking if there are other people who may have relevant information regarding the investigation that should be interviewed.
 - c. Designate a notetaker to attend and take notes at the interviews. This person should not be a member of the same bargaining unit classification.
 - d. Consider the order of the interviews. It may be appropriate to start with the complainant and then interview the respondent toward the end.
 - e. Remind the respondent of their option to bring a union representative to the investigative meeting.
 - f. Inform the individual and union president or designee of the source of allegations if appropriate.
8. The administrator shall conduct the Interviews as follows:
 - a. Remain objective
 - b. Obtain facts relevant to the situation
 - c. Remind participants of the expectation of confidentiality regarding the interviews and outcomes.
 - d. Remind interviewees that they are expected to tell the truth
 - e. Utilize Garrity Assurance if needed
 - f. Retain notes from all interviews
9. The administrator shall develop recommended action:
 - a. Review the information obtained. Consider if the investigation substantiates the claims alleged in the complaint.
 - b. If the investigation substantiates the claims in the allegation, consider if disciplinary action is warranted ensuring it is proportionate to the violation.
 - c. Draft the disciplinary document addressed to the respondent which speaks to the investigations findings and next steps.
10. The administrator shall conclude the investigation as follows:
 - a. Schedule a final meeting with the respondent and union representative, if applicable. Issue discipline, if applicable. Send the signed copy of discipline to Superintendent for placement in the employee's personnel file.
 - b. Follow up with the complainant regarding the claim. Share only that the investigation substantiated the claim(s) or not. Explain that the district moved forward with appropriate outcomes for the person(s) involved. Do not share details regarding discipline with anyone.
 - c. Keep copies of all information that was gathered in the investigation in a separate file.