

**MASTER AGREEMENT**

**BETWEEN**

**THE GIBRALTAR BOARD OF EDUCATION**

**AND**

**THE GIBRALTAR EDUCATION ASSOCIATION**

**MEA/NEA**

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**SEPTEMBER 1, 2005**

**to**

**AUGUST 15, 2008**

## ARTICLE I

### RECOGNITION

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

publishing of the contract. Both parties will be responsible for the compilation of data for the contract. The Board may use clerical resources to expedite the process. The Union will be responsible for the distribution of one (1) copy of the contract to each staff member. Principals shall be supplied with added copies to be given to new staff hired after September 1 of each school year.

## **ARTICLE IV**

### **BOARD RIGHTS**

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

## ARTICLE V (cont)

for the purposes of collective bargaining and contract administration. The Union will certify this amount in writing. The procedure in all phases of discharge for violation of these provisions shall be as follows:

- A. The Union shall notify the employee of noncompliance by certified mail, return receipt requested, said notice shall detail the noncompliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected.
  - B. If the employee fails to comply, the Union may file charges, in writing, with the Employer and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  - C. The Employer, only upon receipt of said charges and request for termination shall conduct a hearing on said charges and to the extent said employee is protected by the provisions of the Michigan Tenure of Teachers Act; all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Union, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the professional dues and/or representation benefit fee.
- 5.5 With respect to all sums deducted by the Employer pursuant to the authorization of the employee, whether for the professional dues, representation benefit fee, or assessments, the Board agrees promptly to distribute said sums upon direction of the Union.
- 5.6 This Article shall be effective as of the date of the Agreement and all sums payable hereunder shall be determined from said date.
- 5.7 The Union agrees to assume the legal defense of any suit or action brought against the Employer, each individual Board member and all administrators and hold same harmless regarding paragraphs 5.3 through 5.6 of this provision. The Union further agrees to indemnify the Employer of any costs or damages in all court or administrative agency costs that may arise out of or by reason of action taken by the Employer in complying with this provision, which may be assessed against the Employer, as a result of said suit or action, subject however to the following conditions:
- A. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
  - B. The Union, after consideration with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Employer by any court or tribunal.

## ARTICLE V (cont)

- 5.11 The Superintendent or his designated representative shall meet informally with Union representatives at reasonable times to discuss matters relating to the implementation of this agreement, issues arising out of this Agreement, or on matters of educational interest.
- 5.12 A meeting shall occur at least once a month, if either party so requests and normally on a scheduled date agreed upon by the Superintendent and the Union. Similarly, the principal of each school shall meet with the Union representatives from his building, for the same purposes in accord with the same guidelines used for the Superintendent's meetings described in 5.11.
- 5.13 With regard to this Article only, the Union may represent an employee except that the employee may represent himself, or be represented by his own attorney if he so desires.
- 5.14 At the time of normal distribution, a copy of the tentative agenda for each meeting of the Board of Education, check register and the minutes of the past meetings shall be placed in the school mail distribution addressed to the President, Gibraltar Education Association, MEA/NEA, or his designee. Prior to taking action on the agenda, the Union will be given a reasonable amount of time to discuss with the Board, agenda items in which it is especially interested.
- 5.15 Upon prior notice to the Board Office, the Union may raise questions for the Employer's consideration as it relates to specific agenda items at the meeting of the Board of Education.
- 5.16 Union representatives shall be given a copy of the tentative agenda, twenty-four (24) hours before staff meetings, if requested. The Union representative shall have the right to request to be placed on the agenda for staff meetings.
- 5.17 The Union representative shall further have the right to meet with the building principal within one (1) week on any matter brought before the staff which the Union representative considers to have compromised or to threaten to compromise the interest of the Union or the staff. This section shall not be construed as to extend rights hereunder to anyone not a member of the staff involved.
- 5.18 Union representatives shall have the right to confer with teachers, investigate grievances, and visit schools during hours (as set forth in paragraph 5.10) provided that such right does not interfere with the normal teaching duties of either the employees interviewed or the Union representative, the effective operation of the school system, or the rights and privileges of individual employees. Before exercising this right, the Union representative shall first apprise the appropriate building principal of his intent to visit the school and shall state the purposes and scope of the intended visitation. The building principal may deny such right for just cause and shall forward his reasons in writing to the Union representative and the Union President. The denial of this right during preparation periods shall not be considered just cause.

## ARTICLE VI

### TEACHER RIGHTS

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

## ARTICLE VII

### PROCEDURE FOR ADJUSTMENT OF GRIEVANCES

#### 7.1 Definition.

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

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

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

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

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

**Formal Level Two.** If the grievance is not disposed of at Formal Level One, or if no decision is rendered by the principal within ten (10) days after the grievance is presented, the grievance may be submitted in writing to the Superintendent or his designee within seven (7) days after the principal's decision is or should have been communicated to the Union. The Superintendent or his designee shall conduct a



## ARTICLE VII (cont)

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

## ARTICLE VIII (cont)

- 8.10 The Superintendent or his designee is in all cases responsible for the maintenance and upkeep of personnel files. The Superintendent or his designee has the authority to allow materials to be placed in or removed from an employee's file.
- 8.11 Except as modified herein, the Bullard-Plawecki Employee Right to Know Act (MCLA Section 423.401 et. seq., as amended) shall provide the parameters within which this Article will be administered. Furthermore, it is understood that employees will have the opportunity to review their personnel files.

## ARTICLE IX (cont)

at a fair solution to the problem. Employees shall be expected to remain in their classrooms or normal work stations until students have had a reasonable time to clear the halls. Fifteen (15) minutes of time shall be granted to enable traveling employees to arrive at their next teaching station when scheduled. Special services shall be apportioned to elementary schools equitably. A traveling employee is an employee whose assignment includes more than one (1) building location on any given day.

- 9.4 Because of their positions, Counselors, Librarians, Social Workers, Consultants, School Psychologists, Homebound Teachers and others holding similar non-classroom responsibilities do not have a specified preparation time. All other employees shall have a minimum of sixty (60) minutes per school day unassigned time for preparation or conference. This time shall include a minimum of thirty (30) minutes per day for duty-free lunch. Thirty minutes includes travel time to and from the teaching assignment in a given building. The thirty (30) minute duty-free lunch period per day shall also be provided to those employees who do not have specified prep time. This provision may be modified in the following ways:
- A. Except for duty-free lunch, the sixty (60) minutes per day may be obtained as an average per week.
  - B. The sixty (60) minutes shall not be construed as a maximum but excess unassigned time may be used for special duty assignments when actual need so mandates.
  - C. Except for duty-free lunch, the sixty (60) minutes may be reduced on a voluntary basis for lunch hour supervision at the rate set forth in Appendix B.
  - D. Non-classroom teachers may be assigned emergency substitute teaching responsibilities if regular substitutes cannot be obtained.
  - E. The sixty (60) minutes is based on the teacher assignment and scheduling in the high school. If, through unavoidable necessity deriving from the instructional needs of students or limitations of financial resources, the length of class periods in the high school must be altered, the sixty (60) minutes may be altered accordingly. Any such change, however, shall be subject to negotiations between the parties. If no agreement is reached by the parties and at least 24 hours have passed since first meeting, the Board may implement its position and the issue may be submitted to third party binding arbitration.
- 9.5 Because of differences between secondary and elementary programs, the following guidelines shall be followed for unassigned time:
- A. In elementary grades where music, art and physical education are assigned and taught by specially certificated teachers, the employee shall be relieved of duty when such classes are in session for the purpose of preparation and

## ARTICLE IX (cont)

teachers may be assigned or discharged for the day by the principal after consultation with the Superintendent.

- 9.12 Unless otherwise notified, employees shall be required to report for duty whenever unusual conditions necessitate the canceling of regularly scheduled classes. An unusual condition shall be defined as an external force which may cause selective schools to close, while others remain open. Employees may be directed to report to another location for reassignment. Floods shall be included in the definition of unusual conditions. Staff whose personal property is involved in the flood situation shall not be required to report. Such days will not be charged to personal or sick days. The Superintendent may determine alternative plans for opening and closing of individual schools without being obligated to determine an "Act of God" day. If reassignment is made and as a result a teacher works longer than the normal work day, the time beyond the normal work day will be paid at the hourly substitute rate.
- 9.13 On "fog days" schools will remain open. The staff is advised to proceed to work with extreme caution. Should visibility become impaired, staff is advised to proceed cautiously, remembering that safety is the number one factor.
- 9.14 An "Act of God" day shall be defined as a weather condition that causes the cancellation of regularly scheduled classes. "Act of God" Days will be determined at the sole discretion of the Superintendent or his designee. Employees shall not be required to report for duty on an "Act of God" day. If "Act of God" days are rescheduled, the Board will meet and confer with the Union on the rescheduling of such days. If after one week of negotiations no agreement has been reached, then final authority and the decision on rescheduling shall be made by the Superintendent of Schools. There shall be no extra compensation paid for rescheduled days nor any reduction in compensation for days that are not rescheduled.
- 9.15 In the cases of floods, unusual conditions, or "Act of God," staff is advised to turn to the media for information. Administrators will begin notifying by way of "fan out", in accordance with a round robin system of phone calling, with the purpose of notifying teachers of emergency information related to school closings. This phone "fan out" system will be provided in writing to each teacher at the onset of the school year.
- 9.16 The Employer shall make every reasonable effort to provide substitutes when needed. When the search for a substitute has been exhausted and regular classroom employees are requested to accept students from an unsupervised class, those employees (maximum of three (3)) accepting additional students will equally share on a pro-rata basis, the amount which normally would have been earned by the substitute teacher. A substitute teacher list will be developed at the beginning of the school year and updated periodically. It is understood that employees other than regular classroom teachers will not be used for the purposes specified in this subsection, unless it is not possible to obtain the services of regular classroom teachers. If, however, a situation arises where such non-regular classroom

## ARTICLE X

### STUDENT DISCIPLINE

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

## ARTICLE XII

### DESIGNATED ADMINISTRATOR

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

## ARTICLE XIII (cont)

### 1. Notice of Vacant Positions During the School Academic Year

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

### 2. Notice of Open Positions During the Summer Months

Information regarding openings shall be available, as they occur, at the Board of Education office. Interested teachers may obtain information directly on Friday, if convenient, or may request that information be mailed to a designated address as it becomes available. The Union shall also be notified of all such openings via registered mail. If no answer is received within ten (10) calendar days from the date of mailing, it shall be assumed there is no interest on the part of staff and the open position shall be filled as if this provision did not exist.

### 3. Arena Bid Procedure

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

## ARTICLE XIV

### ADMINISTRATIVE INTERNS

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



## ARTICLE XV (cont)

assignment, teaching schedule or location of the employee be changed to induce a new employee to accept employment in the District. When an involuntary transfer is necessary, employees will be consulted prior to the change.

Employees shall have the right to remain in their present assignments, teaching schedule, and location if they continue to exist, except as provided in Article XXIII or Article XXI, (21.2).

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

### 15.4 Regarding Voluntary Transfer of Assignments or Location:

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

### 15.5 Regarding Teaching Schedules:

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

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

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

## ARTICLE XVI

### EVALUATION

- 16.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.
- 16.2 Probationary teachers shall be observed for the purposes of formal evaluation at least two (2) times during the school year, once each semester and sixty (60) days apart unless a shorter interval is agreed to by the teacher and the evaluating administrator. Tenured teachers shall be formally evaluated at least once every three (3) years.
- 16.3. In accordance with the Teacher Tenure Act, each probationary teacher employed for at least one (1) full school year, and each tenured teacher who has received a less than satisfactory performance evaluation in accordance with Section 16.2, above, shall be provided with an Individualized Development Plan developed by appropriate administrative personnel in consultation with the Union and the individual teacher involved. A teacher covered by an Individual Development Plan shall have as a part of his or her formal evaluation an assessment of the teacher's progress in meeting the goals of that plan.
- 16.4 All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- 16.5 All formal evaluations shall be reduced to writing and a copy given to the teacher either at the evaluation conference or within ten (10) days thereafter if follow-up is necessary to complete the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.
- 16.6 Any complaint made against a teacher by any parent, student, or other person, will be promptly called to the attention of the teacher if said complaint is to be placed or retained in the teacher's personnel file.
- 16.7 Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for the purpose of clarifying the written evaluation report.
- 16.8 If an evaluator finds the teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve.
- 16.9 No observation shall unduly interfere with the normal teaching/learning process.

## ARTICLE XVII

### ADMINISTRATIVE OR SUPERVISORY VACANCIES

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

Notices of all such administrative or supervisory positions shall be prominently posted either in the lounge or workroom in each school or department and the Union shall be notified. During the time when school is not in session, employees interested in obtaining information regarding administrative vacancies may leave self-addressed, stamped envelopes at the Board Office that will be used by the Employer to provide these employees with information regarding Administrative vacancies. If interest in a posted vacancy is not expressed within ten (10) working days after posting, in writing, it shall be assumed there is no interest on the part of the staff and the vacancy shall be filled as if this provision did not exist. In emergencies, the Employer may fill positions on a temporary basis without giving notice. Notice of such vacancy shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open and the instructions for filing application. The Superintendent will, in his sole discretion, determine which of the applicants will be given the job.

## ARTICLE XIX

### CURRICULUM DEVELOPMENT AND IMPLEMENTATION

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

## ARTICLE XX

### DISTRICT SENIORITY

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

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

Subsequent to October 28, 1980, Replacement Teachers will obtain seniority when the teacher is given a permanent contract. In addition, those teachers who receive their first permanent contract in or after the 1981-82 school year will receive the incremental step for all years as a replacement teacher in the Gibraltar School District.

- 20.3 In the event of conflicts originating between teachers at the district level due to identical seniority dates, the following shall be the ranking priorities:
- A. Date of formal Board approval to hire.
  - B. Should the same date prevail, ranking shall occur by the last four digits of the respective Social Security numbers, the one with the higher number being given a higher seniority rank. For example:

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

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

## ARTICLE XXI (cont)

- E. Employment of teacher aides for use in overcrowded homeroom class sections, if requested by the teacher and the principal concerned.
  - F. Split-grade classes.
  - G. Changes in teaching schedules may be made to facilitate equalizing class size, upon agreement of the Union.
- 21.3 Elementary splits shall not exceed 25 per class in grades K-3 and 28 per class in grades 4-5.
- 21.4 A. In the event the Board determines not to hire additional teachers for the purpose of implementing the class size language in Article 21.1 due to financial difficulties, and finds it necessary to exceed the K-5 class size limits in Article 21.1, it is agreed that the elementary teacher affected shall be paid for the overage in the following manner:
- 1. One student over the maximum equals \$150.00 per marking period.
  - 2. Two students over the maximum equal \$350.00 per marking period.
  - 3. Three students over the maximum equal \$550.00 per marking period.
  - 4. Mainstreamed students in the regular classroom over the maximum will be pro-rated by hour at \$200.00 per student per marking period, not to exceed three (3) full-time equivalent students.

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

- B. In the event the Board determines not to hire additional teachers for the purpose of implementing class size language in Article 21.1 due to financial difficulties, and finds it necessary to exceed the 6-12 class size limits in Article 21.1, it is agreed that the secondary teacher affected shall be paid in the following manner:

### 55 Minute Class Periods:

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

## ARTICLE XXII

### SCHOOL FACILITIES

- 22.1 Within the limits of its available resources, the Board shall strive to provide the following to the extent feasible:
- A. All Art, Music, and Physical Education classes shall be provided with adequate storage space, supplies, and equipment.
  - B. All schools shall provide a library equipped with adequate storage space, materials, and equipment. Development of libraries in each school shall be guided by the standards proposed by the American Library Association.
  - C. Each teacher shall be provided a personal desk, filing cabinet, shelving, and closet space.
  - D. Lunch room, lounge/workroom, and lavatory facilities shall be provided exclusively for staff use in all schools. Such facilities shall be as comfortable as practical with appropriate furniture for relaxation and work.
  - E. Adequate parking to be provided for each teacher at each school.
  - F. A telephone shall be made available for teacher use in the conduct of professional business and controls shall be established which assure against abuse of such telephone use. Such telephone shall be located in the lounge rooms or in other areas appropriate for the conduct of professional business.
  - G. Adequate, functioning audio-visual equipment shall be provided at all schools to meet the needs of the curriculum and to keep pace with advancing technology.
  - H. Adequate secretarial help, to assist with clerical work of special staff members such as counselors, librarians, diagnosticians, and school social workers.
  - I. One standard typewriter, computer with printer, and duplicating/copy machine shall be provided for teacher use in each building. In the small schools, the office area of the building may be designated for the location of the typewriter, provided secretarial service schedules do not interfere.
  - J. Adequate supplementary instructional material shall be provided at each of the several elementary buildings to afford equal opportunity for the varying range of abilities of pupils to be served.
  - K. Holding facilities shall be designated at each building to assure the well-being and security of students who need to be sent home or to an emergency hospital facility. Normally, such facility would consist of a cot, a blanket, and a designated area away from draft, excessive noise and routine activity.

## ARTICLE XXIII

### REDUCTIONS OF PERSONNEL

- 23.1 In the event that a professional staff reduction becomes necessary due to lack of finances, a decrease in student enrollment or program reduction, the criteria and procedure set forth in this Article only shall apply.
- 23.2 Recognizing the unpredictability of millage elections, state aid, enrollment, and other factors, the Board agrees to discuss with the Union the possibility of a reduction of certified staff at the earliest possible date. At this time, the Union will be provided with the reasons leading to this decision. At least thirty (30) calendar days prior to the reduction of personnel, teachers whose jobs are in jeopardy shall be notified of layoff in writing.
- 23.3 Within four (4) months after commencement of the school year, a joint committee of Union appointed employees and administrative personnel (not to exceed six (6) members) shall review the factors (set forth in paragraph 23.4) of each employee and establish a "layoff list" ranking for all teachers in the District.
- 23.4 If staff reduction is to be effectuated, the following procedure will be utilized:
- A. Employees not holding regular Michigan Provisional, continuing, or qualified certificates will be laid off first.
  - B. If reduction is still necessary, then temporary employees (i.e. replacement employees) will be laid off provided there are fully qualified, fully certificated employees to replace and perform all of the needed duties of the laid-off employees.
  - C. If the reduction is still necessary, then probationary employees with the least number of continuous years of teaching in the Gibraltar School District will be laid off first, provided there are remaining fully qualified, fully certificated employees to replace and perform all the needed duties of the laid-off employees.
  - D. If further reduction is still necessary, then tenured employees with the least number of years of continuous teaching experience in the Gibraltar School District will be laid off first, provided there are remaining fully qualified, fully certificated employees to replace and perform all the needed duties of the laid-off employees.
- 23.5 Fully qualified and fully certificated employees shall be defined in the consideration of the following factors:
- A. Length of continuous service.
  - B. Certification.



## ARTICLE XXIV

### LEAVES OF ABSENCE

#### 24.1 Leaves of Absence With Pay

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

#### B. Personal, Educational Study Days

##### 1. Personal Days

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

The day immediately prior to a regularly scheduled school holiday, and the day immediately following a regularly scheduled school holiday shall not be used for personal leave days unless it is a documented emergency and approved by the Superintendent of Schools.

##### 2. Curriculum Study Day

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

##### 3. School Business Days

Any day a teacher is engaged in (Board approved) professional activity or business, he shall not be regarded as absent even though such activity or business might require the teacher's presence in a place other than that of his regular assignment.

## ARTICLE XXIV (Cont)

- a. Teachers shall accumulate unused sick days and personal business days. These days shall accumulate up to a maximum of sixty (60) days.
- b. Teachers may sell back any of their accumulated days in excess of thirty (30) at one-half of that year's base rate for non-certified substitute teachers, provided notification is given to the business office by May 15 of that year. Payments shall be made no later than June 30.
- c. For days immediately prior to or after a holiday or recess break, medical documentation must be presented, if requested.

### E. Pregnancy Disability

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

### F. Jury Duty and Court Appearance Leave

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

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

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

## ARTICLE XXIV (Cont)

1. The pregnant employee shall be permitted a maternity leave of absence for the duration of the pregnancy.
2. A maternity leave of absence must be requested, in writing.
3. The return to duty from leave shall be as set forth in paragraph 24.5. Upon return, a physician's statement shall be provided.

### F. Child Care Leave:

1. Child Care Leave, when requested during a pregnancy disability leave, shall be granted with benefits as stipulated in Article 24.3 for 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.

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

### 24.4 Personal Leaves:

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

**ARTICLE XXIV (Cont)**

- 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 XXVI

### RETIREMENT OF TEACHERS

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

1-15 years service = \$10.00 per year

16-24 years service = \$15.00 per year

25+ years service = \$20.00 per year

26.2 Employees who elect to retire from teaching at age fifty-five (55) or older and have at least twenty (20) years of service with the Gibraltar School District shall receive a one time retirement payment of \$2,000.00 in lieu of the provisions in 26.1.

26.3 Staff who reach retirement age shall be entitled to continue with group coverage plans in effect at the age of retirement subject to provisions of the insurance carriers, provided the cost of continuing such plans will be paid by the retiring employee.

## ARTICLE XXVII

- 27.3 Participation in this program shall not be permitted if such participation causes an otherwise uninvolved person to be involuntarily transferred. This is not a waiver of Article XXIII.
- 27.4 The number of shared staffing teams shall not be greater than one team per building. In cases of conflict between two teams seeking the shared staffing position, the team with the most senior team member shall be awarded the position.
- 27.5 The following configurations are provided as examples only:
- A. Kindergarten – morning/afternoon
  - B. First – fifth grade classrooms – Morning/afternoon – must be subject consistent.
  - C. Middle School/High School – first – third hours/fourth – sixth hours or by semester
  - D. Special Education – Same configuration as the grade level listed above
  - E. Elementary Art, Music, Physical Education – morning/afternoon or any manner which assures that the same teacher sees the same group of students

## ARTICLE XXIII

- B. For mentoring a probationary teacher during said teacher's second and third years of employment as a probationary teacher, the mentor shall receive \$100.00 per completed semester of mentoring.
- C. Stipend will be paid quarterly for persons mentoring a probationary teacher during the first year, regardless of the number of marking periods in the building schedule.

**Appendix A**  
**Gibraltar School District**  
**2006-2007 Calendar**

Teachers Report Curriculum Day	August 30, 2006
Teachers Report Curriculum Day	August 21, 2006
Labor Day Weekend (No School)	September 1-4, 2006
Students First Day (1/2 day a.m.)	September 5, 2006
Abbreviated Day	October 11, 2006
End of First Marking Period (1/2 day Elementary)	November 3, 2006
Curriculum Day – No Students	November 7, 2006
Parent-Teacher Conference Days Elem (1/2 Day Students)*	November 15, 16, 17, 2006
Parent-Teacher Conference Days (SMS) (1/2 Day Students)*	November 16-17, 2006
Thanksgiving Recess	November 23-24, 2006
School Resumes	November 17, 2006
Abbreviated Day	December 7, 2006
Winter Holiday (1/2 Day)	December 22, 2006 - January 2, 2007
School Resumes	January 3, 2007
Curriculum Day – No Students	January 15, 2007
CHS Midterm Exams (1/2 Day Students)	January 17, 18, 19, 2007
SMS Midterm Exams (1/2 Day Students)	January 18, 19, 2007
First Semester Ends - Records Day- No School	January 22, 2007
Abbreviated Day	February 6, 2007
Mid Winter Break	February 16 thru 20, 2007
School Resumes	February 21, 2007
Curriculum Day-CHS (No School CHS Students)	March 1, 2007
Curriculum Day- Elem & SMS (No School Students)	March 13, 2007
ACT test Juniors at CHS	
End of Third Marking Period (1/2 day elementary)	March 30, 2007
Spring Holiday Begins (End of Day)	April 5, 2007
School Resumes	April 16, 2007
Abbreviated Day	May 22, 2007
Memorial Day (No School)	May 28, 2007
CHS Final Exams (1/2 day students)	June 8, 11, 12, 2007
Shumate Middle School Final Exams (1/2 day students)	June 11, 12, 2007
Last Day Classes Meet –Full Day Elementary	June 12, 2007
Records Day (No Students)	June 13, 2007

Student Days	178	First Quarter	44 Days
Teacher Days	2	Second Quarter	44 Days
Professional Development Days	5	Third Quarter	45 Days
Total	185	Fourth Quarter	45 Days
		Total	178 Days

On the following abbreviated days, students will be dismissed one (1) hour early so that staff can participate in two (2) hours of professional development.

October 11, 2006      December 7, 2006      February 6, 2007      May 22, 2007



## APPENDIX B (Cont.)

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

### Classification:

#### I. Sporting Events

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

1.	Head Coach -----	.115
2.	Assistant -----	.09
3.	Reserve -----	.09
4.	Ninth -----	.09
5.	Middle School -----	.075

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

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

#### II. Regarding Sporting Events (Secondary)

##### A. Football Varsity Games

1.	Announcer per game -----	\$25.00
2.	Scoreboard per game -----	\$25.00
3.	Ticket Attendant per game -----	\$25.00

##### B. Basketball, Volleyball, Wrestling and Soccer Varsity/Reserve Games

1.	Announcer per set -----	\$25.00
2.	Scorekeeper per set -----	\$25.00

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

12th Grade -----2 per grade-----	.046
11th Grade -----2 per grade-----	.039
10th Grade -----2 per grade-----	.037
9th Grade -----2 per grade-----	.035
7-8th Grade -----2 per grade-----	.028
Student Council Advisor/High School -----	.046
Middle School Student Council -----	.039
National Honor Society/High School -----	.022
Junior Honor Society -----	.015
Ski Club Sponsor -----	.018
Chaperones per Dance (Exclusive of Sponsors) -----	\$25.00
Drama Club -----	.017
Varsity Club Sponsor -----	.017
Other Clubs with Superintendent's Approval -----	.017
Building Trades II -----	.05

IV. Regarding Elementary Activities

A. An amount of two dollars and fifty cents (\$2.50) for each school year per pupil allowance based on the 4th Friday count will be allocated to teacher salaries for the following proposals/requests which are to be submitted to the building principal for approval. The principal may use this allocation after consultation with staff submitting requests involving extra-curricular services. It must be understood that each building usage of these stipends does not become precedent-setting for other buildings. In no event shall more than a \$250.00 stipend be paid to an individual staff member, per activity. Areas of possible usage:

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

H. Teachers may accept an extra-contractual class above the normal work day schedule. It is clearly understood the teacher work day is extended the equivalent time beyond the normal work day.

Long period - 55 minutes ----- .170

Short period - 45 minutes ----- .145

I. Designated Teaching Principals

1. School with full-time principal ----- .0012

2. Without full-time principal (one year) ----- .0223

The amount of the COLA added to each step of each salary schedule shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth of one percent (0.1%) of the CPI). This percentage shall be determined by subtracting the CPI of June 2004, 2005 and 2006 respectively, from the CPI of June 2005, 2006, and 2007 respectively, the difference shall be divided by the CPI of June 2004, 2005 and 2006 respectively. This percentage increase shall be capped at the percent change in the basic per pupil foundation grant paid to the District by the State for the 2005-2006, 2006-2007, and 2007-2008 school year, as compared to that for the previous year, 2004-2005, 2005-2006 and 2006-2007 respectively. This COLA increase shall be further capped in accordance with the following:

2005 - 2006	2%
2006 - 2007	1%
2007 - 2008	1%

This resulting percentage increase shall be applied to each step of each salary schedule at the start of the first semester of 2005, 2006, and 2007 respectively.

C. 1. **Salaries 2005-2006**

Beginning with the first pay period of the 2005-06 school year, each step of the salary schedule shall increase by the COLA amount determined in B above (Cost-of-Living Adjustment Language (Computation)).

2. **Salaries 2006-2007**

- a. Beginning with the first pay period of the 2006-07 school year, each step of the salary schedule shall increase by the COLA amount determined in B above (Cost-of-Living Adjustment Language (Computation)).
- b. Beginning with the first pay period of the second semester of the 2006-2007 school year, each step of the salary schedule shall be increased by a one percent (1%) improvement factor.
- c. If the CPI amount determined in B above (Cost-of-Living Adjustment Language (Computation)) is greater than or equal to four percent (4%) and the increase in the basic per pupil foundation grant paid to the district is also greater than or equal to four percent (4%), the parties agree to go back to the COLA language of the 1999-2005 Collective Bargaining Agreement (2% minimum and 4% maximum) for Step 11 only. All other steps shall be increased in accordance with paragraph 2.a. and 2.b. in this subsection.

In any school year in which the COLA increase is greater than or equal to four percent (4%) and the increase in the basic per pupil foundation grant paid to the district is also greater than or equal to four percent (4%), the parties agree to move to the \$10/\$20 drug card.

- c. Delta Dental Plan 80-80-50 with Orthodontic Rider 0-1
  - d. VSP Silver - Vision Plan
  - e. Long-term Disability Insurance with a maximum monthly benefit of \$5,000, Alcohol/Drugs - 2 years, Mental/Nervous - 2 years, 66 2/3%, Freeze on offsets a 60 calendar day wait.
2. Unit members not electing to receive health insurance from the District through the above PAK, shall receive a cash in lieu contribution of \$1,200.00 per year. When both husband and wife are employees of the District, one spouse must opt for this cash in lieu option.
3. If a unit member retires, the insurance fringe benefits in this section shall continue in effect to the extent required by Public Law 99-272, Title X (COBRA) at no expense to the District. Insurance fringe benefits will be discontinued in the month of retirement and/or resignation unless the premium is paid for by the former bargaining unit member.
- G. The parties agree to set up an IRS Section 125 plan to address child care, dependent care, medical and/or dental expenses not covered by insurance. Upon written authorization from the bargaining unit member, the District shall deduct from the salary of the member and made an appropriate remittance for voluntary contributions to programs jointly approved by the District and the Union and/or member.

**APPENDIX D (1)**  
**GIBALTAR SCHOOL DISTRICT**  
**Teacher Evaluation Form**

Teacher's Name \_\_\_\_\_ Date \_\_\_\_\_  
 Building \_\_\_\_\_ Assignment \_\_\_\_\_ Evaluator \_\_\_\_\_  
 Current Status \_\_\_\_\_ Pre-evaluation Conference Date \_\_\_\_\_ Initials \_\_\_\_\_  
 \*\*\*\*\*

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

SUPPORTIVE COMMENTS/  
 SUGGESTIONS FOR COLUMNS  
 SBC & O REQUIRED

N  
 O S S  
 T B M  
 E C C O

**I. INSTRUCTIONAL METHODS**

A. Stimulates students' thinking and class participation						
B. Provides purposeful, challenging activities and exhibits enthusiasm in presentation of unit						
C. Provides appropriate materials throughout the unit						
D. Effectively provides concise instructions, assistance and communication with students						
E. Encourages students to develop productive work and study habits						
F. Pupil evaluations are consistent, continuous, thorough and diagnostic						

**II. CLASSROOM MANAGEMENT**

A. Classroom Discipline						
1. Motivates students toward self discipline and academic/personal responsibility						
2. Maintains classroom control in a friendly, relaxed manner						
3. Uses positive reinforcement						
4. Promotes self directed student learning						
5. Attempts to be fair and objective in dealing with behavioral situations						

SUPPORTIVE COMMENTS/  
SUGGESTIONS FOR COLUMNS  
SBC & O REQUIRED

N  
O  
T  
E

S  
B  
C

S  
M  
C  
O

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

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

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

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

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

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

COMMENTS \_\_\_\_\_

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

**I. EVALUATES THE NEEDS OF STUDENTS**

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

**II. PROFESSIONAL COMPETENCIES DEMONSTRATED BY:**

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

**III. PROFESSIONAL RESPONSIBILITY**

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



Grievance # \_\_\_\_\_

**APPENDIX E  
Gibraltar School District**

**GRIEVANCE REPORT FORM**

To: \_\_\_\_\_  
From: \_\_\_\_\_

Date: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Building: \_\_\_\_\_

**LEVEL I:**

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

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

(Attach all supporting papers)

ARTICLES VIOLATED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELIEF REQUESTED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

DISPOSITION OF BUILDING ADMINISTRATOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX E**  
Gibraltar School District

**GRIEVANCE REPORT TIMETABLE**

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

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

**Informal**

Initiated with principal or immediate supervisor	Request meeting with principal within ten (10) working days of occurrence.	Principal shall have ten (10) days from the conference date to reply.
--	--	---

**Formal Level I**

Filed with principal or immediate supervisor	Written grievance filed within ten (10) days after informal decision.	Decision rendered within ten (10) days of receipt of written grievance.
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**Formal Level II**

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

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

**APPENDIX G**  
**MEMORANDUM OF AGREEMENT WITH SAGSD**

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

**I**

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

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

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

APPENDIX H

MEMORANDUM OF AGREEMENT

TEMPORARY EARLY SEVERANCE INCENTIVE PLAN

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

1. In order to participate in this Plan, the bargaining unit member must have at least ten (10) years of service in the District and be actively employed as of the date the member declares his or her intent to sever employment with the District pursuant to this Plan.
2. An eligible member may only declare his or her intent to participate in this Plan during the forty-five (45) calendar day periods ending on the last school day of October 2007 or during the forty-five (45) calendar day periods ending on the last school day of February 2008.
3. In order for the declaration to be effective, the eligible member must tender to the District Business Office his or her notice of resignation on the form attached hereto during the election periods set forth above, with said resignations being irrevocable if not revoked within seven (7) days after tendering to the District. The resignation shall take effect at the end of the then current semester. The member waives any right to reinstatement or re-employment by the District after the effective date of the resignation as well as with an executed copy of the Release. The District shall accept all resignation notices tendered in accordance with this Plan.
4. In consideration of members declaring their right to the early severance incentive in accordance with the above, and severing their employment with their notice, each full time member so severing his or her employment will receive monthly payments (less required withholdings) for forty-eight (48) consecutive months, commencing with the March following resignations effective at the end of the first semester or commencing with October following resignations at the end of the second semester, in accordance with the following schedule:

<u>SCHOOL YEAR OF DECLARATION</u>	<u>MONTHLY INCENTIVE PAYMENT</u>
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2007-2008

\$500.00

5. Eligible part-time members so severing their employment shall be entitled to receive incentive payments on a pro rata basis.
6. If the member dies before the end of the forty-eight (48) month period, the surviving spouse or the estate or trust of the member at the time of death shall continue to receive the balance of payments remaining to the extent applicable and as allowed by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(continued on next page)

Employers may also require employees to provide:

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

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

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

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

## UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

## ENFORCEMENT

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

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

## OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

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

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

## FURTHER INFORMATION

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

GIBRALTAR EDUCATION ASSOCIATION MEA/NEA

Barbara Golembiewski 4/4/06  
Barbara Golembiewski, President Date

Helen Brish 4/4/06  
Helen Brish, Uniserv Director MEA/NEA Date

Bradley Clark 4/4/06  
Bradley Clark, GEA Negotiator Date

Renee Montry 4-4-06  
Renee Montry, GEA Negotiator Date

Mark L. Nyholm 4/4/06  
Mark Nyholm, GEA Negotiator Date

Leonard Vokal 4/4/06  
Leonard Vokal, GEA Negotiator Date

GIBRALTAR BOARD OF EDUCATION

Ellen L. Lawrence 4/11/06  
President, Board of Education Date

Tim O'Dean 4/11/06  
Secretary, Board of Education Date

Eric C. Federico 4/11/06  
Eric C. Federico, Chief Negotiator Date

Kathy Wayda 4/11/06  
Kathy Wayda, Negotiator Date

Contract date: September 1, 2005 - August 15, 2008

Contract Ratified by Union: April 4, 2006  
By Board: April 11, 2006