GROSSE ILE TOWNSHIP SCHOOLS

AGREEMENT BETWEEN THE

GROSSE ILE BOARD OF EDUCATION

AND

GROSSE ILE EDUCATION ASSOCIATION

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JULY 1, 2024 – JUNE 30, 2026

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INTRODUCTION

It is the responsibility of the Board of Education to determine the type of educational program that will be offered in Grosse Ile Township Schools. The quality of education will depend in a large part on how successful the community is in attracting and retaining well-trained, competent, professional staff members.

The Board of Education agrees that it is the professional responsibility of the Grosse Ile Education Association to continually review the strengths and weaknesses of the educational program and to recommend to the Grosse Ile Board of Education changes necessary to maintain or improve the education program of Grosse Ile.

The Association agrees that it is the responsibility of the Board to establish policies and procedures not covered in this Agreement for the orderly and efficient functioning of the school system and recognizes the Board's right to amend, add to, or change such policies and procedures so long as they are not inconsistent with any of the terms of this Agreement.

The Board and the Association pledge to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and seek to achieve full equality of educational opportunity for all pupils.

AGREEMENT

This Agreement is made and entered into by and between the Grosse Ile Board of Education hereinafter referred to as the "Board" and the Grosse Ile Education Association hereinafter referred to as the "Association," Witnessed:

Adopted by the Board of Education: September 26, 2023

ARTICLE 1
Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative for all certified teaching personnel, including guidance counselors, speech diagnostician, learning consultant, social worker, psychologist, and media specialists.

The term "teacher," when used hereinafter in this Agreement, shall refer to all bargaining unit members represented by the Association in the bargaining unit whose employment is governed by the Michigan Teachers' Tenure Act, MCL 38.1 et seq. The term "ancillary staff" shall refer to those staff members who are not "teachers" as defined above, but who are members of the bargaining unit. The term "bargaining unit member" shall mean any member of the bargaining unit, inclusive of teachers and ancillary staff.

ARTICLE 2
Teacher Rights

Section 1. Pursuant to Act 379 of the Public Acts of 1965 (The Public Employment Relations Act, referenced as PERA), as amended, the Board hereby agrees that every bargaining unit member shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights conferred, by PERA or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any bargaining unit member by reason of his/her membership in the Association.

Section 2. The Board specifically recognizes the right of the Association appropriately to invoke the assistance of the Michigan Employment Relations Commission ("MERC"), or a mediator from such public agency.

Section 3. The Board agrees to furnish yearly district budget and financial audits to the Association. In addition, the Association will be provided the Board minutes and agenda.

Section 4. The Board of Education and Association will abide by the provisions set forth in Every Student Succeeds Act. Any implementation of Every Student Succeeds Act ("ESSA") will be conducted mutually between the Board of Education and Association unless such implementation involves a prohibited subject of bargaining under the Michigan Public Employment Relations Act ("PERA").

ARTICLE 3
Teachers' Hours and Loads

Section 1.

A. The District recognizes the principle of a forty-hour workweek and will, as far as possible, set work schedules and make professional assignments, which can reasonably be completed within such standard workweek. Bargaining Unit members are to be in their classrooms ten (10) minutes prior to the beginning of classes for the day and shall be released five (5) minutes after the dismissal of students at the end of the day. If Association members are required to stay after the ten minutes for reasons not required by this Agreement, for three (3) consecutive school days, those required to stay over will be compensated pursuant to Article 13, Section 4(C). This provision does not go into effect until after the first full week of the school year.

B. The Board recognizes the value of a duty-free lunch period. Each bargaining unit member shall have an uninterrupted lunch period of at least 30 minutes per day.

C. Elementary teachers will be provided time for personal needs in the morning and afternoon. Teachers may use these relief periods at their discretion, as the most convenient time for the class.

Section 2.

A. Scheduling of teachers is the responsibility of the Building Principals. Such scheduling shall provide preparation time equivalent to one class period, or forty-five (45) minutes, whichever is longer. Time in the morning prior to student arrival, and time after dismissal of students, shall not be considered as preparation time. Preparation time is scheduled work time, and Bargaining unit members are expected to use preparation time for professional purposes. Bargaining unit members have the ability to determine how they use their preparation time for professional purposes. However, bargaining unit members shall be required to perform certain work for the district on their preparation time that may include the following: 1) subbing on preparation time pursuant to Article 9, Section 2; and 2) PLC meetings as described below.

B. Elementary building classroom teachers will receive 325 minutes of planning time per week, which 55 minutes per week of the 325 minutes will be dedicated to PLC work. Elementary Special subject teachers will receive 250 minutes of planning time per week and will not be required to attend a weekly PLC meeting.

C. Every effort shall be made to equalize preparation time district wide.

D. Principals shall involve teachers in the preparation of schedules and planning time. Schedules will be given to teachers involved promptly after they are finalized.

Section 3.

A. The normal weekly teaching loads in the Grosse Ile Schools, as far as conditions permit, will not exceed those recommended standards published by the AdvancEd. The Board will continue to rely on the suggestions and recommendations of teachers in establishing and maintaining such standards.

B. **Student days**: Minimum 180 days. If State authorities mandate more days during the length of the contract, the student days will be reflected in the calendar.

C. **Teacher days**: Minimum 184 days. If the State mandates more than 180 student days during the length of the contract, the teacher days will reflect at least two (2) more teacher days than the number of student days or more if mandated by State authorities.

D. The length of the school day for students shall be based on the following criteria:

1. The length of the school days for students shall be based on the minimum number of instructional hours set by State authorities (Grades K-12).
2. Consideration of the welfare of students (including safety and transportation).
3. Quality education standards (as suggested by recognized professional organizations) and input from faculty and staff).
4. Consideration for the needs of the community.
5. Consideration of teacher welfare and morale.

E. The Board and the Association agree that recess times at the Elementary level can be considered a valuable learning situation or aid to the learning process under the supervision of teachers or qualified personnel.

F. The Board and Association agree that bargaining unit members will report for work up to two (2) days prior to the official starting date for students. These two days will be used for professional development and preparation time.

G. Bargaining unit members who are required to travel between buildings within the district; have 10 minutes of travel time between attendance required from one building to another.

Section 4. Class Size

A. The Board recognizes that in the normal academic classroom the quality of education deteriorates as class size varies significantly from the optimum size (optimum size is defined as the most favorable condition for educational growth). Any time a class size concern is brought to the union president by any member, the Superintendent or his/her designee and building principal (from which the concern arises) will meet with the Association President and one other teacher appointed by the Association President. This meeting will occur within five business days of notification of the Superintendent. The meeting will investigate and recommend to the Board solutions for relieving the class size problem brought to the attention of the committee.

B. The Board recognizes that mainstreaming and/or inclusion requires modification in class size to accommodate the students' special needs.

C. It is expected that all reasonable efforts will be made to equalize class sizes within the elementary schools on a grade level basis.

Section 5. Any bargaining unit member(s) currently employed may request shared teaching schedules by April 1st of the current school year. Should the Board grant the request to make such assignments, the bargaining unit member(s) will receive the following:

A. Pro-rata portion of his/her salary and benefits.

B. All shared-time or reduced schedule bargaining unit members will receive one year seniority and ½ increment on the salary schedule if increments are negotiated to occur.

C. Any bargaining unit member granted a shared-time or reduced-schedule position shall have the option to return to a full-time position at the end of a one (1) year period if an opening is available. The Board also has the right to require a bargaining unit member back to full-time work after a one (1) year period, if deemed necessary.

Section 6. The Association President may utilize his/her preparation period for Association business. The Association President must notify his/her Building Principal when leaving the building, and upon arrival at another building, notify the office.

ARTICLE 4
Teaching Conditions

Section 1. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is the education of students and that the organization of the school, and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

Section 2.

A. The Board recognizes the need for teacher involvement in the selection of appropriate textbooks, supplies, technology equipment and other materials which are the tools of the professional educator.

B. The Board also recognizes the value of teacher participation toward the improvement of curriculum and will continue to rely on the judgment and experience of the teacher for recommendations.

Section 3. The Board recognizes that released time for teachers used in a productive manner will enhance the educational program for the community. Whenever the building school improvement committees feel released time is necessary, they may, through their appropriate principal, submit a proposed agenda for approval.

Section 4.

A. The Board and the Association agree that a teacher's essential role in the classroom is a crucial element in quality education. For this reason, both parties agree that the teachers will be encouraged to keep abreast of the latest developments in subject area and educational techniques.

B. Professional meetings and conferences are considered as one means to further professional growth. Should these meetings or conferences be scheduled when school is in session, the teacher may request to attend. Application for attendance at conferences shall be made to the Building Principals and shall be considered on the basis of the educational needs of the children, relevance to classroom techniques or subject matter, community needs, time loss from the classroom, and the preparations and planning of the teacher.

C. A budget allowance shall be provided to cover travel cost, lodging, registration, etc. for any conference in which the administration or district requires a teacher to attend during the school year. The first 24 miles of mileage shall not be deemed a travel cost, and shall not be paid, for any teacher attending required district-wide or building-wide professional development offsite.

D. The District shall reimburse any Bargaining Unit member in an amount not to exceed Five Hundred ($500) dollars for loss, damage, theft, or destruction, while present in a school building, of her/his personal property of any kind normally worn or brought into the school

building, when the same has not been caused by the negligence of the employee. This obligation shall not include wear and tear or gradual deterioration of property or loss. An explanation of loss must be reported to the building administrator as soon as possible.

ARTICLE 5
Vacancy Posting Obligations

Section 1. Whenever any job posting occurs, school administration shall publicize the same by sending to each employee by school email for at least ten business days. The District and the Association may agree to shorten this time period under extenuating circumstances.

Section 2. The District retains the right, in its sole authority, to complete staffing and scheduling. After the District's staffing and scheduling process is complete, the District shall determine, in its sole discretion, what vacancies occur that require a position to be posted. As part of the process, the district will annually survey teaching staff to seek their feedback on their teaching preferences. If vacancy arises due to a voluntary transfer, the posting window will be reduced to five days. If no internal applications are received, the posting will remain open until the position is filled.

Section 3: The intent of the school district is to fill vacancies for posted positions covered by this professional agreement from within its staff whenever candidates from within the system meet the criteria established in the job posting. Bargaining unit employees may apply for such posted positions by submitting an e-mail of interest to the personnel office. Any internal candidate who is certified and rated effective or higher and applies for the posted position shall be granted a voluntary transfer to the new position before consideration of external candidates except in the event that a vacancy becomes available during the school year. If a vacancy becomes available during the school year, the district will fill the vacant position with either an external candidate or a full-time substitute teacher for the remainder of the school year. When the District completes the staffing process, any vacancy that became available during the school year will then be available to internal candidates. Shall multiple internal candidates apply for the same position, determination will be made by:

1. Certification/Highly qualified status;
2. Whomever has the highest effectiveness rating;
3. The recency by which a teacher taught the subject area or grade level.
4. Educational background/training;
5. Seniority;
6. Other relevant experience

Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

Section 4. Whenever any vacancy in any Schedule B position shall occur through resignation or retirement, the school administration shall publicize the job position, within one business week of receipt of a notice of resignation/retirement unless the district decides to eliminate said position.

Section 5: All Schedule B contracts will be distributed to all employees at least two weeks prior to the scheduled beginning of their position. Said contracts will be executed and returned to the employee within one week of the beginning of the season.

Section 6: Definition of Transfers
A transfer shall be defined as either a voluntary or involuntary change in a bargaining unit member's assignment or position to another assignment or position. This would include: (1) a change in building assigned to, (2) a change in the department assigned to, (3) in a non-classroom assignment such as media specialist or guidance counselor, or (4) in a Special Education assignment such as learning disability, emotionally impaired, etc.

Voluntary Transfers - A request to transfer may be made any time a vacancy is posted. The request shall be made in writing to the Personnel Department as outlined in Article 5, Section 3. The Association shall receive a copy of the request.

Involuntary Transfers - The District has the right to involuntarily transfer bargaining members as part of the District's staffing and scheduling process provided for in Section 3. The bargaining unit member and the Association shall be notified in writing by the end of the current school year of the district's intent to transfer. This notification shall include the new assignment or position. The District will meet with the Association to provide the reasons for the involuntary transfer. Any teacher who has been involuntarily transferred will be given the ability to return to the position from which he/she was involuntarily transferred when it becomes vacant, subject to the following:

1. The teacher must have been rated as Effective or Highly Effective in the position he/she was involuntarily transferred from for the school year directly preceding the involuntary transfer.

2. All required certification and qualifications for that position have been maintained.

Section 7. All teachers shall be given written notice of their tentative schedule for the forthcoming year as soon as practicable and under normal circumstances no later than two weeks before the end of school.

ARTICLE 6
Reduction And Recall of Bargaining Unit Members

Section 1.
In the event the Board deems it necessary to reduce bargaining unit members through layoffs the Board agrees to give thirty (30) days' notice to the Association. Before the Board takes official action to reduce staff the Association will be afforded opportunity to discuss the situation and offer alternative solutions. In the event of layoffs the Board will provide a list of the affected bargaining unit members as soon as they are determined

Section 2.
The Board agrees every effort shall be made to retain elements of a well-rounded quality program. In the event of layoff, the following procedure will be utilized:

A. The Board shall lay off bargaining unit members in the following order:

1. Certification
2. Effectiveness Ratings, in the following order: a) ineffective (needing support after July 1, 2024); b) minimally effective (developing after July 1, 2024); c) effective; and d) highly effective
3. Educational background/training
4. Reverse seniority
5. Other relevant experience

B. When it is determined that position(s) are available, bargaining unit members will be recalled according to:
1. Certification
2. Effectiveness Rating, in reverse order of layoff
3 Educational background/training
4. Seniority
5. Other relevant experience

Section 3.

A. Seniority is defined as length of unbroken service in the District. Seniority begins the first paid day of employment in a bargaining unit member's assigned position.

B. In the event two or more bargaining unit members have the same seniority, a lottery will be conducted to determine seniority for the purpose of layoff and recall only. The lottery will be conducted in the presence of the Association President, Superintendent and affected bargaining unit member (s), no later than September 15.

C. Except in the event of an emergency, all bargaining unit member's to be laid off shall be given at least thirty (30) days' written notice. The Board shall maintain and post in September of each year, a district-wide seniority list showing years of service in the District and valid certification for each bargaining unit member. Administrators will be placed on this seniority list according to their experience in the District.

Section 4. Laid off bargaining unit member's, upon written request to the employer prior to the opening of school, will be placed on the substitute teaching list, provided they are so qualified and, if required, certified.

ARTICLE 7
Discipline/Arbitrary and Capricious

A. Arbitrary or Capricious: Bargaining unit employees shall not be disciplined for reasons which are arbitrary or capricious. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; or other actions of disciplinary nature. Any such discipline of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is

imposed. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards and procedures of the Michigan Teachers' Tenure Act, shall apply.

B. Progressive Discipline: A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Verbal warning, then
2. Written reprimand, then
3. One-day suspension without pay, then
4. Three days suspension without pay, then
5. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may accelerate the above progression of discipline.

C. Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, such discipline may be reflected in the evaluation if it relates to a domain/indicator that is included on the evaluation rubric. However, discipline unrelated to the evaluation rubric shall not in any way subsequently be used in the employee's annual evaluation.

D. Association Representation: Oral or written notice will be given by the administration to the Teacher of any incident, complaint, or charge that may form the basis for the investigation and any potential disciplinary action. The Teacher shall be provided with written notice of the time, date, and location of the meeting to provide the Teacher with an opportunity to respond. A Teacher shall, upon request, be entitled to union representation at any investigative meeting that the Staff Member reasonably believes could result in disciplinary action. The Employer shall inform the Teacher that the Teacher has a right to union representation.

E. Personnel File: A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings or as required by law.

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

F. Complaints: No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's

personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

ARTICLE 8
Evaluation

Section 1: Beginning with the 2024-2025 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
2. An evaluation of the teacher's job performance with timely and constructive feedback.
3. Clear approaches to measuring student growth with relevant data on student growth.
4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by a committee of administrators and teachers.

Section 2: The district shall choose an evaluation tool from the list of approved evaluation tools determined by the State of Michigan.

Section 3: A committee of equal parts teachers and administrators will meet to consider any modifications to the evaluation tool. Such modifications must be agreed to by two-thirds (2/3) of the committee members.

Section 4:
Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

A. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.

B. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being taught in the lesson.

C. The observation shall be no less than fifteen (15) minutes.

D. There shall be notice of each scheduled observation date given to the teacher at least two (2) school days prior to the observation.

E. Following the completion of the formal observation, the teacher will provide information related to section 4 (B) to the observing administrator within two school days.

F. A post-observation feedback cycle shall be held between the teacher and administrator within ten (10) calendar days after the observation occurred.

G. After the post-observation feedback, the teacher will have an opportunity to respond to and provide written feedback on that observation.

H. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated

I. There shall be two scheduled observations used in the year-end evaluation determination. All other observations (2-4) will remain unscheduled

J. Teachers who are in their probationary period or who are placed on Individualized Development Plans shall have one scheduled observation and all other observations will remain unscheduled.

Section 5:
A. Beginning July 1, 2024, the annual performance evaluation system will assign a year end rating of "effective", "developing" or "needing support".

B. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

Section 6:
No bargaining unit member shall be required to attend any meeting or professional development that occurs outside of regular school hours or regularly on their preparation period that is a part of their evaluation, except as required by law.

Section 7:
Bargaining unit members who work less than 60 days in any school year, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year.

Section 8:
If a tenured bargaining unit member has been rated "highly effective" or "effective" for two (2) consecutive year-end evaluations, they shall be formally evaluated with a final summative evaluation every third year thereafter. The District shall continue to engage in the observation coaching process for teachers who are not provided a formal summative evaluation in a given year. The observation coaching process for teachers who are not provided with a formal summative evaluation shall include goal setting and 2-3 scheduled observations. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional two (2) consecutive years.

Section 9:
Bargaining unit members who are on an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers. shall be provided the following:
A. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation by the teacher.

B. Professional Development to be provided by the district to assist the teacher in meeting the goals of the IDP.

C. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section 3, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

D. A Mentor teacher

Section 10:
Any alleged violations of non-compliance with the evaluation process as described above shall be subject to the grievance process.

Section 11:
All bargaining unit members shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

Section 12:
A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

(i) The teacher may request a review of the evaluation and the rating by the school district superintendent or intermediate superintendent, as applicable. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the school district superintendent's or intermediate superintendent's review. A written response regarding the school district superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.

(ii) If the written response from the school district superintendent's or intermediate superintendent's review does not resolve the matter, the teacher or collective bargaining representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.

(iii) If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. If a collective bargaining agreement or employment contract does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration described in this subparagraph must adhere to both of the following:

(A) The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules.

(B) The arbitrator must have the authority to issue any appropriate remedy.

Section 13: The district shall provide to new teachers and teachers who have not previously been trained, during contractually scheduled Professional Development time, training on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

Section 14: Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability"

training every three (3) years as approved by the vendor of the evaluation tool. The training will minimally include all of the following;

A. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms.
B. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
C. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
D. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
E. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE 9
School Board Support of Bargaining Unit Members

Section 1. The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. Whenever it is established that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take necessary steps to aid the bargaining unit member in his/her responsibilities with respect to such pupil.

Section 2. Any case of assault or battery upon a teacher, proximately caused by their employment with the district, shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render necessary assistance to the teachers in connection with handling of the incident by law enforcement and judicial authorities.

Section 3. If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the Board will provide legal counsel and render necessary assistance to the bargaining unit member in his/her defense providing the disciplinary action was within established policies.

Section 4. Time lost by a bargaining unit member in connection with Sections 2 and 3, mentioned in this Article, shall not be charged against the bargaining unit member, providing such time off is authorized by the appropriate administrative official.

Section 5. Any complaint directed toward a bargaining unit member upon which the Administration feels action is necessary shall be immediately called to the bargaining unit member's attention and, shall include the names of the person or persons making the complaint. If

further action is necessary, the complainant will be directed to place the complaint in writing or hold a conference with the bargaining unit member.

A. Anonymous complaints will not be used against a bargaining unit member in any form, nor appear as part of any evaluation, nor be kept on file.

Section 6. Bargaining unit members shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty for any damage or loss to person or property.

ARTICLE 10
Rights and Responsibilities

Section 1. The Board retains the right in accordance with applicable laws and regulations, (a) to direct bargaining unit members of the school, (b) to hire, promote, transfer, assign, and retain bargaining unit members in position, and to suspend, demote, discharge, or take other disciplinary action against bargaining unit members, (c) to relieve bargaining unit members from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of Grosse Ile; and (g) to take such actions as permitted pursuant to the Michigan Public Employment Relations Act and its prohibited subjects. No action by the Board, in the performance of the above rights and responsibilities, shall be in conflict with any of the terms of this Agreement.

Section 2. No ancillary staff-member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Should any ancillary staff-member feel that action taken against him/her by the Board or by any agent representative thereof was not for just cause, he/she may resort to the procedure provided in this Agreement for the resolving of differences.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage for a reason that is arbitrary or capricious.

Section 3. The Board and the Association agree that alcoholism, drug abuse, emotional disorders and other similar problems affect job performance. The Board and the Association agree to cooperate through the Board-paid Employee Assistance Program, to assist affected employees in correcting the problem.

Section 4. Each teacher member upon request to the Superintendent shall have access to review his/her personnel file. Supplementing Personnel File information shall be governed by the Bullard Plawecki Employee Right to Know Act.

Section 5. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age,

sex, sexual orientation or marital status or membership in or association with the activities of any employee organization.

Section 6. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing such activities do not interfere with the teacher's responsibilities and the acceptable performance of his/her duties.

Section 7. The Board is committed to abide by the rules and regulations found in the Freedom of Information Act (FOIA)

Section 8. The probationary period for teachers shall be as set forth in the Teacher Tenure Act. The probationary period for ancillary staff members shall be one (1) year.

ARTICLE 11
Procedure for Resolving Differences

Section 1.

Step 1. Any bargaining unit member(s) believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement that is not a prohibited subject of bargaining under PERA or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, will first discuss the complaint with his/her principal either directly, or accompanied by the Association representative if the teacher so desires with the objective of resolving it informally.

Step 2. In the event the complaint is not resolved informally, it may be reduced to writing, signed by the bargaining unit member, and presented to the Building Principal for his/her written answer within ten (10) calendar days.

Step 3. If the Principal's answer does not resolve the complaint within one (1) week, it may be referred within two (2) weeks to the Superintendent or his designated representative by the Association's Representative.

Step 4. If the Superintendent fails to resolve the complaint within three (3) weeks, the Association may transmit the question to arbitration. The arbitrator shall be selected by the American Arbitration Association in accordance with its rule. The arbitrator shall hear a presentation by each side and shall have the right to question the representatives of each side. He/she shall render a decision which shall be binding on both parties.

Section 2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. He/she shall have no power to establish salary scales or change salary. He/she shall have no power to decide any question which under this Agreement is within

the responsibility of the Board to decide, it being understood that any matter not specifically set forth remains within the reserved rights of the Board.

Section 3. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.

Section 4. Failure on the part of the Association to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the difference shall be considered resolved.

Section 5. Failure on the part of the Administration to answer within the specified time limits at any of the steps of the procedure shall permit the Association to proceed to the next step within the time limits allowed, unless extended by mutual agreement in writing.

Section 6. The provisions of this Agreement, and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation, disability or marital status or membership in or association with the activities of any employee organization, or any class of people protected by Michigan or federal law.

ARTICLE 12
Miscellaneous Provisions

Section 1. The Board agrees that the Bachelor's Degree, a state Approved Teaching certificate and new bargaining unit members meeting all other state mandates for employment shall be the minimal requirements for employment as a regularly assigned teacher; in the event acceptable candidates are not available, a teacher with a valid Michigan teaching certificate may be employed on a temporary assignment.

Section 2. It shall be the responsibility of the Administration to provide qualified substitute teachers. In those cases when the Administration uses bargaining unit members as substitutes, those members are considered emergency substitutes. The administration may use bargaining unit members as emergency substitutes in the following manner:

High School and Middle School

1. At the beginning of each semester, the association will provide a list to the high school and middle school administrators, of all bargaining unit members who are willing to act as emergency substitutes on their prep hour.
2. Administrators will use this list to ask bargaining unit members to act as emergency substitutes first.
3. Each person on the list will be given an equal opportunity to substitute based on their availability and prep hour.
4. In the event substitutes are needed after exhausting the volunteer substitute list, the administration may require any bargaining unit member or teacher to sub on their prep hour.

5. Mandatory substitutions will occur as evenly among the bargaining unit members as possible on a rotating basis based on prep hour.

Elementary School

1. Emergency Substitutes will be for the A.M. and/or P.M. session.
2. Each session, or part thereof, shall be paid for three hours times the hourly rate for emergency substitutes.
3. If a class is split among two or more bargaining unit members, pay is to be in proportion to the split. (i.e., if three teachers split the class in the A.M., each teacher will be paid a third of the whole A.M. pay stipend.)

Any person covered by this agreement will be paid forty ($40) dollars per hour each time they act as an emergency substitute.

Section 3. This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 4.

a. The District shall provide the Association with eight (8) paper copies of this Agreement within ten (10) days of its execution. The district will post this agreement on the district website within the same time period and provide each bargaining unit member with the direct link to that posting within seven (7) days of posting.
b. All Memoranda of Understanding (MOU) in force between the Association and the District will be posted to the District's website within ten (10) business days of its execution.

Section 5. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 6. Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information, and constructively considering and attempting to resolve such matters as may be relevant to student welfare or progress of education in this community.

Section 7. Any proposed contract changes in language may be implemented by "Letters of Agreement" during the life of this contract. Both parties agree to distribute copies of the "Letters of Agreement" to appropriate members.

Section 8. Calendar

A. Prior to April 1st, the Superintendent, the Association President, and one teacher representative from each building, shall meet to discuss and agree upon proposals regarding the school calendar for the next school year.

Section 9. The Board recognizes that released time for planned in-service training will enhance the educational program for the community. Whenever the Association feels released time is necessary, it may, through its president, submit a proposed agenda for approval.

Section 10. Parent-teacher conferences shall be scheduled in the spring and the fall, and students shall be dismissed for these times. Bargaining unit members will also be available for individual conferences when deemed necessary.

Section 11. The Board and the Association agree that supervising student teachers is a voluntary assignment. Once decided upon, the supervisory teacher must complete the assignment. The Board shall provide the Association with the names and assignments of all student teachers and the staff members who have voluntarily agreed to accept their placement.

Section 12. The Board of Education agrees that it is the responsibility of the professional staff to present their viewpoints on matters affecting educational programs. Prior to staff recommendations affecting educational programs being presented to the Board, it shall be the responsibility of those staff and administration involved to discuss thoroughly any differences of opinion.

Section 13. Department Chairs/Professional Learning Community Leaders – High School

A. The Department Chair/Professional Learning Community ("PLC") Leader(s) at the high school shall exercise the coordination of programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Such Department Chair/PLC Leaders shall not be considered a supervisory bargaining unit member.

B. The teacher selected as a Department Chair/PLC Leader shall work with the administration on vital school issues. The Administration shall provide necessary release time and compensation (under Schedule B) to accomplish such assignments.

C. The administration and Association have agreed to the following Department Chair/PLC Leaders:

- Language Arts (including Foreign Languages)
- Math
- Science
- Social Studies
- Enrichment (Fine Arts, DCTC, Computers, Electives)
- Counseling
- Special Education

D. Additional Days/Hours outside of contractual obligations:
    - One (1) PLC Leader meeting per month at building level not to exceed 1.5 hours

- One (1) Summer planning meeting not to exceed 6 hours
- Attend DLIT meeting as scheduled throughout the year

E. Performance Responsibilities/Expectations:
- Meet regularly with PLC content team
- Meet monthly up to one hour outside of contract time
- Set agenda for PLC content team meetings
- Facilitate collaborative-decision making process of the PLC to assure that the team is working toward their SMART goal.
- Responsible for facilitating effective PLC content team meetings (revisit norms) and documentation of the work carried outby the team (minutes, feedback sheets, etc.)
- Communicate information from district PLC meetings and Building Principal to own PLC content team.
- Role-model for the implementation of the core curriculum.
- May be asked to attend District Leadership Team meetings.
- Member of their School Improvement Team.
- Participation in required training.

Section 14. No administrator shall ask or require any bargaining unit member to furnish materials or documents that reflect negatively upon another bargaining unit member unless required by law.

Section 15. A copy of the Board of Education meeting agendas must be provided to the Association President at least 24 hours immediately preceding a board meeting.

Section 16. While the District utilizes delayed starts, the district agrees to give secondary teachers 90 minutes of separate records time following the conclusion of the first semester. While there are delayed starts, this time shall be on a delayed start that shall be scheduled for the Monday marking the beginning of the second semester. If the District no longer utilizes delayed starts, the Parties agree to meet and discuss how records time will be implemented.

Section 17. Each district building shall meet with their corresponding building representative once a month to discuss any building, teacher, or culture issues or concerns unless both parties agree that such a meeting is not necessary. The superintendent and/or designee shall meet with the union president once a month to discuss such issues unless both parties agree that such a meeting is not necessary.

Section 18. The District is responsible for entering all District Provided Professional Development into MOECS so educators can receive SCECHs. The district is responsible for entering all DPPD into MOECS within three weeks of the date of the DPPD.

Section 19. Any bargaining unit member who is a member of the of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments, and contributions in the Association as established by the

Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlines in the MEA constitution, Bylaws, and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments, and contributions monthly from September through June, which shall be split between two paychecks. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

LIMIT OF DISTRICT'S LIABILITY: The Board/Employer shall not be liable for any errors or losses in the administration of this Article. The Board/Employer shall not be liable for the remittance of payment of any sum other than those constituting actual deductions made from wages earned by the employees. Further, MEA and the Grosse Ile Education Association shall protect, indemnify and save the Board/Employer harmless against any and all claims, demand, costs, suits, and any other forms of liability that may arise out of or by reason of, action taken or not taken by the Board/Employer for the purpose of complying with this Article.

ARTICLE 14
Negotiation Procedures

Section 1. At least one hundred twenty (120) days prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, and conditions of employment of Bargaining Unit members employed by the Board.

Section 2. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 3. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

ARTICLE 15
Leaves

Section 1. Personal Time Off (PTO) Days

A. All bargaining unit members hired on a full-time basis shall be granted an annual personal time off (PTO) allowance of twelve (12) days at the beginning of the school year. Bargaining unit members hired on a part-time basis shall receive proportional personal time off allowance. Unused portions of the PTO leave will convert to sick days and be allowed to accumulate to 185. The sick days are to be used only after the PTO days have been exhausted.

B. PTO days which accumulate and are converted to sick days are to be used only for illness, injury, medical procedures, and preparation for medical procedures. During the course of a year, extenuating circumstances may require additional PTO. Additional days may be granted by the Employer and deducted from the bargaining unit member's sick days.

C. After three (3) or more consecutive days of use of PTO, a pattern of use that leads the administration to conclude that days are being used improperly or a pattern of continuous absence due to illness, a medical statement may be required. A medical statement may be required in any circumstances prior to the employee being able to qualify for any income protection provisions of this agreement.

D. An annual audit of bargaining unit member absences will be conducted. The Administration in concert with the Association will provide guidance and counseling where patterns of absence may indicate an underlying health problem. Should it be determined that such leave has been misused and the Board feels stronger corrective action is necessary, the teacher shall be notified in writing and a copy of the letter sent to the Association.

E. Any bargaining unit member whose personal illness or injury extends beyond his/her accumulated sick time shall be granted a Medical Leave of Absence without salary (see Section 6) and benefits (see section 8) for such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery prior to returning. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, when available, providing the teacher is qualified as determined by his/her certification and qualifications.

Any bargaining unit member absent from work because of childhood diseases shall suffer no loss of salary and shall not be charged with loss of accumulated PTO days if incidence of the diseases has occurred in the school environment. Nor shall any Bargaining Unit member required to be absent from work by the district because of any illness, or exposure to any illness, determined to be epidemic or pandemic by the Wayne County Department of Health, if incidences of the illness have occurred in the school environment at such a time that it is possible the Bargaining unit member contracted the illness while at work for the District, suffer loss of salary nor charged with loss of any accumulated sick leave days, up to a total of five (5) days, for those required absences, as demonstrated by a note from a health care provider.

Section 3. Pregnancy Disability

A. Bargaining unit members on Pregnancy Disability Leave are covered under Section 11A and 11B and qualify for personal time off pay like any other disability or illness. The use of personal time off for reasons of pregnancy shall be governed by the attending physician who shall indicate when the teacher is unable to perform assigned duties for personal medical reasons.

B. Upon termination of pregnancy disability, bargaining unit members may request FMLA Leave or Maternity Leave without pay. FMLA Leave will be governed by Section 6, Part B.1. Maternity Leave shall be granted for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the bargaining unit member. Should the leave exceed three (3) months, the bargaining unit member shall be assigned to the same position if available, or a substantially equivalent position, when available, providing the bargaining unit member qualified as determined by the bargaining unit member's certification and qualifications.

Section 4. Sickness in the Family

In addition to personal illness and personal business, personal time off allowances may properly be used for absences caused by the following:

a. Serious illness in the immediate family.

b. Serious illness of any person living in the household.

Extent of leave for this purpose shall not exceed the time necessary to arrange proper care for those affected.

Section 5. Leaves of Absence for Adoption

The Board of Education may grant a leave of absence for adoption, without pay to any regularly employed certified staff member upon written request for such leave. Request for adoption leave must be submitted in writing immediately after formal adoption request has been made to an agency. Such leaves may be requested under Section 6 found below. Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the teacher.

Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.

Bargaining unit members on adoption leave may request reinstatement at any time within one (1) year following the adoption of a child. Should the leave exceed three (3) months, the teacher shall be assigned to the same position, if available, or a substantially equivalent position when available, providing the teacher is qualified as determined by his/her certification and qualifications.

Section 6. Family Medical Leave Act (FMLA)

Upon proper and timely application, an eligible will be granted a qualified leave of absence as required under the Family Medical Leave Act (FMLA) of 199 (29 USC 2601) for a total period of up to twelve weeks.

A. Eligibility

1. Qualified bargaining unit members are those bargaining unit members who have worked for the employer for at least one (1) year.

B. Reasons Applicable Under FMLA
   1. The birth of a child or the placement of a child for adoption or foster care.
   2. Serious health condition of a teacher's spouse, child, or parent.
   3. Serious health condition of the teacher.
   4. Care of a child under the age of eighteen (18).

C. Benefits of FMLA
   1. An eligible bargaining unit member's entitlement is limited to a total of twelve (12) workweeks of leave during any twelve (12) month period.
   2. Health insurance benefit payments will continue for a bargaining unit member absent on a qualified leave.
   3. Bargaining unit members returning from a FMLA leave will be returned to the same or an equivalent position.
   4. The Board may require a bargaining unit member to utilize available paid leave time (e.g., sick leave, etc.) and such time will be utilized in computing available time off under the FMLA.
   5. FMLA leaves can be taken on an intermittent schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition.
   6. A rolling twelve (12) month period will be utilized in all cases by the Board in assessing the amount of time an eligible bargaining unit member has available for qualified leaves under the law.
   7. Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the bargaining unit member would not have been required to report for duty is not counted against the bargaining unit member's FMLA leave benefits. The member would be provided with any benefits over the summer vacation that bargaining unit members would normally have received if they had been working at the end of the school year.
   8. In the event an bargaining unit member and his/her spouse are employed by the district, whether within or outside the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the bargaining unit member unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the FMLA.

Section 7. Leaves of Absence Without Pay

A. Leave of absence without pay for reasons not covered in this article may, upon proper application, be granted up to a period of one (1) year to bargaining unit members who have two (2) or more years of service. It shall be the responsibility of the Association to advise members as to the provisions of this article. The Board shall notify the Association when a teacher applies for such leave. Bargaining unit members returning from unpaid leave shall be assigned to the same position, if available, or an equivalent position, providing the teacher is qualified as determined by his/her certification and qualifications.

B. Teachers on leave desiring an extension must submit their request for an extension 60 days before the expiration of the leave or by March 15th, whichever comes first, a request for extension of the leave set forth in Section 7(A), above. The School District Administration may, in its sole discretion, approve or disapprove of the request

C. Teachers on leave must return on the date that the leave or its extension expires. Failure to do so will be deemed abandonment.

Section 8. Insurance Coverage During Unpaid Leaves

Bargaining unit members who are granted leaves of absence without pay may elect to continue insurance coverage at the group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

Section 9. Emergency School Closings

The district will communicate announcements of emergency school closings to teachers by electronic notification to their phones or electronic devices, as well as, to the appropriate radio stations as soon as the decision to close the schools is reached. When the schools are closed to students, due to the above conditions, teachers shall not be required to report to work.

Section 10. Association Days

A. Officials of the Association may be granted up to fourteen (14) days with pay upon written notice to the Superintendent by the Association President. These days may be used to:
   1. Pursue official responsibilities in regard to the Association.
   2. Meet with the Administration officials from time to time regarding the maintenance of a quality education program for this community.
   3. To allow Association officials to join with the Board in presenting a unified position to legislative committees or representatives in regard to the educational needs of this community.

B. In the event additional days are needed, additional days may be purchased by the Association at the current total daily substitute cost. Approval for additional days will be subject to the availability of substitutes, and due consideration to maintaining a quality education program.

Section 11. Jury Duty

The Board recognizes Jury Duty as a civic responsibility. As such, the Board agrees to compensate teachers at their regular pay when teachers are called to serve. Time involved in such duties shall not be deducted from any other leave provisions contained in this section.

Section 12. Military Leaves of Absence

A. Military leave of absence shall be granted without pay to any teacher who shall be inducted, enlist, or be called to active military duty in any branch of the Armed Forces of the United States.

B. Bargaining unit members given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States and be granted step adjustments on the salary schedule.

C. A bargaining unit member may use his/her personal time off days for military obligation. Should the bargaining unit member choose to use his/her designated personal time off days, the Board will pay the difference between the bargaining unit member's salary and his/her military pay.

Section 13. Sabbatical Leave

A. A sabbatical leave of absence may be granted to any school teacher of the school district upon recommendation of the Superintendent. The professional competence of the teacher and the general welfare and the advantage accruing to the school district shall be the general factors of consideration requisite to approval of requests for sabbatical leave.

B. The teacher must have completed seven (7) consecutive years of satisfactory service as a full-time bargaining unit member with the district.

C. During the terms of this contract, one (1) teacher may be granted sabbatical leave each year for professional study only.

D. During said sabbatical leave, the teacher shall be paid at three quarters (3/4) his/her annual salary, providing, however, that any stipend that he/she receives from an outside source while on sabbatical when combined with the school district remuneration, shall not exceed the teacher's full annual salary.

E. During said sabbatical leave the teacher shall be required to report to the Superintendent at intervals and in a manner specified by the Superintendent prior to approval of leave. Failure on the part of the teacher to do so may be cause for discontinuance of pay.

F. Upon approval by the Superintendent authorizing sabbatical leave, the teacher will sign a commitment to assure the district of his/her return when his/her leave terminates.

G. Teachers who are granted sabbatical leaves of absences shall continue to receive full benefits on all insurance plans requiring Board contribution.

H. Request for sabbatical leave must be in writing and submitted in a manner determined by the Administration to the Superintendent's office by April 1 of each year.

Section 14. List of Bargaining Unit Members on Leave

The Board shall furnish to the Association a list of all bargaining unit members on leave and the effective date the leave was granted.

Section 15: Bereavement Leave

Each member shall be allowed up to five (5) days bereavement time for a death in the immediate family, which shall be defined as following:

Mother, Father, Sibling, , Husband, Wife, Domestic Partner, Child, Stepmother, Stepfather, Stepchild, current parent in-law, grandparents, grandparent in-law, legal guardians, or any relative who is a permanent resident of the employee's household.

In addition to the bereavement days afforded to each member herein, Members may apply to Human Resources to use additional days from their personal sick bank for the death in the immediate family. Human Resources may approve such additional days, at its discretion, for extenuating circumstances, such as out-of-town funerals or the need for additional time to plan for the care of other dependents, such as children.

ARTICLE 16
Insurance Protection

Section 1. The Board shall provide without cost to the bargaining unit member comprehensive Sick and Accident Insurance on a Long-Term Disability policy assuring payment to the teacher in the event of illness at the following rate:

> Monthly benefits will commence with the 61st day of disability and benefits will be payable to age 65 at 66 2/3% of bargaining unit member's salary according to the insurance policy in effect. If the bargaining unit member has days of accumulated sick leave beyond the 61st day of disability, he/she shall be guaranteed full take home pay for the number of days. He/she shall receive from the Board the difference between the allowance under the insurance and his/her regular salary (after taxes) to the extent and until such time as such teacher shall have used up any leave time provided in Article 12. Section 4.

Section 2. Health insurance (which includes prescription drug coverage) will continue with the self-funded program through Blue Cross. Each bargaining unit member shall pay by payroll deduction 20% of the total annual cost of the bargaining unit member's medical plan benefits (single, two person or family) to comply with the Publicly Funded Health Insurance Contribution Act, Public Act 152 of 2011. If a medical plan benefit is self-funded the Bargaining unit member's 20% contribution shall be based on the illustrative rate for the benefit and there shall be no subsequent adjustment if the actual cost of the benefit is more or less than the illustrative rate. Health insurance, LTD, dental, vision and life insurance benefits to part time teachers will be provided pro-rated coverage.

Section 3. The Board agrees to provide for each teacher who is under contract and working a minimum of half days, life insurance in the amount of $35,000 and Accidental Death and Dismemberment protection in the amount of $35,000 without cost to the bargaining unit member. The Board also agrees to payroll deduction for teachers wishing to purchase additional life insurance from the same carrier.

Section 4. Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the first sixty (60) days. Beginning with the sixty-first (61st) day, the bargaining unit member will be compensated per Section 13.1 of this Agreement.

Section 5. All physical examinations when required shall be provided without cost to the bargaining unit member, providing the examinations are given by the Township Health Officer or a Board designated physician. Should a bargaining unit member wish to select his/her own physician, he must do so at his own expense. If the state deems it necessary for bargaining unit members to be tested for tuberculosis or to receive hepatitis B vaccinations, the Board will provide these items.

Section 6. The Board agrees to pay for Group Dental Insurance according to the terms and conditions of the Board approved Dental Carrier as of October 23, 2001.

Section 7. The Board agrees to pay for Group Vision Care Insurance ~~according~~ to the terms and conditions of the Board approved Vision Carrier as of October 23, 2001.

Section 8. Part-Time Bargaining Unit Member

A. The Board will provide pro-rata payment of the health, LTD, dental, vision and life insurance benefits to any bargaining unit member hired on a part-time assignment.

B. A part-time bargaining unit member who does not elect the pro-rata benefits coverage shall receive a pro-rata amount of the cash option, in lieu of the health benefits that a full-time teacher is eligible to receive.

C. A part-time bargaining unit member for whom the Board provides pro-rata payment of benefit coverage will pay the remaining cost of the selected benefits at the COBRA rate. The current cost of the vision, dental, and life insurance benefits will be used to determine the pro-rata cost of those benefits.

Section 9. Cafeteria Plan (Section 125 of Internal Revenue Code)

A. Funds unexpended at the end of each year shall be donated to a scholarship fund chosen by the Grosse Ile Education Association.

Section 10. Insurance Opt-Out

A. Bargaining unit members who are eligible to receive, but do not elect, the health insurance coverage provided by the district shall receive the following payment each year, based on the district's enrollment:

Number of Bargaining unit members Enrolled	Payout
0 – 12	$2,400
12 – 16	$3,000
17 and up	$3,600

Dental, vision, long-term disability and life insurance coverage will be provided to members. The cash shall be paid monthly over the ten (10) months, or a single payment at the end of the year, or into bargaining unit member's Cafeteria plan.

A bargaining unit member selecting this option must show proof of alternative coverage each enrollment period.

A bargaining unit member, whose spouse is employed by the Grosse Ile Schools and covered by the health benefits provided by the Grosse Ile Schools, shall not be eligible for the cash in lieu of health coverage.

B. An eligible bargaining unit member who chooses the cash option in lieu of health insurance may elect to receive health insurance at any time during the year if there is a change in circumstance. For example: the member's spouse loses health insurance coverage; the member gets separated or divorced and loses health insurance coverage; etc. Should a member elect to change from the cash option to health coverage, he/she shall be eligible only for the pro rata portion of cash for that contract year.

ARTICLE 17
Professional Compensation

Section 1. The salaries of bargaining unit members covered by this amendment shall be determined by the Salary Schedule which appears in Appendix A of the Agreement and commences the first day the bargaining unit member begins the school year.

Section 2. Credit for teaching experience outside the Grosse Ile School system may be granted up to the maximum on the Salary Schedule whenever that experience is deemed satisfactory. The Association shall be notified when a teacher is employed and granted less than earned experience.

Section 3. Non-teaching experience related to the candidate's teaching field and required for special certification shall be evaluated by the Board. The teacher would then be placed on an appropriate step of the salary schedule.

Section 4.

A. The Salary Schedule in Appendix A is deemed to be calculated as compensation for certain professional responsibilities as follows:

1. Normal teaching load (based on education accrediting agencies).
2. Normal school year (as defined by Michigan Department of Education as minimum and the traditional Grosse Ile calendar).
3. Annual Open House for elementary and middle schools. High school teachers will be required to attend and work one of the following high school events:
    a. Freshman Orientation Night
    b. Red Devil Registration
    c. Any events agreed upon by the Association and the building Principal

    The maximum time of 90 minutes may be assigned to one of the following events outlined above
4. Parent-Teacher Conferences.
5. Essential staff or building meetings.

B. Salary Schedule increment payment steps become effective the first day of each new school year. Increments are granted annually according to time of continuous service. Time of

continuous service is used because it is assumed that time on the job increases a teacher's skills and abilities, thus making them more valuable to the district. All course work taken after the Master's level must have prior written approval from the Superintendent. Credit hours taken after the school year begins, which earn the teacher an incremental step on the salary schedule, will be paid the first pay period following receipt of the teacher's official transcript from the university granting the credit.

C. For duties assigned beyond those outlined in Article 13, Section 4, teachers will be compensated according to the Co-Curricular/Extracurricular Salary Schedule Appendix B, or at the rate of .0008 of the Bachelor's starting salary.

D. Co-Curricular/Extracurricular assignments or compensation under Appendix B shall not be considered part of the teacher's regular contract as defined under the Michigan Tenure Act. Records of hours and assignment of teachers are the responsibility of the Building Principal. Teachers who are selected for duties listed in Appendix B shall assume continuity of the assignment. Should a position be eliminated, a 30-day notice shall be given to the teacher.

E. Upon retirement and under provisions of the Michigan Public Schools Bargaining unit members Retirement Act, bargaining unit members shall receive retirement pay equivalent to $ 275.00 per year for each year of service for the Grosse Ile Township Schools.

F. A Teacher who accepts an additional teaching period according to the provisions within Article 6 will receive compensation for said period/class according to the following calculation:

High School - 1/6 additional contract sum
Middle School - 1/7 additional contract sum

G. The district can require any newly hired fifth grade teacher to attend fifth grade camp so long as it is written in the job description and verbally expressed by the district during the hiring and interview process. The district can require any teacher who voluntarily requests to teach fifth grade to attend fifth grade camp so long as it is written in the job description and verbally expressed by the district to the teacher who wants to transfer into a fifth grade classroom. The district may not require any current teacher to attend fifth grade camp.

H. Any Bargaining Unit member who provides the District with their notice of retirement one year or more before their retirement date shall be paid a bonus of Two Thousand ($2,000) dollars. Said sum to be paid at the time of the person's final paycheck from the District.

Section 5. Credit and hours earned will be paid at 3% of the base salary for each of the following intervals: BA + 10, BA + 20, MA + 10, MA + 20, and MA + 30.

Payment for additional credit hours will be made in the current year according to Section 4 above, providing official transcripts are received.

Section 6. The Board agrees, at the discretion of the Superintendent, to provide without cost to the bargaining unit member such in-service training or "updating" when it is required that teachers attend for new curriculum adoptions and ESSA requirements.

ARTICLE 18
Summer School

Section 1. The Board agrees that the selection of summer school teaching personnel shall be based on the same concepts of training and competence as required during the regular school year.

Section 2. Notice of openings for summer school positions shall be posted as soon as it is known what courses will be offered. Local qualified staff applications to fill such openings shall be given primary consideration.

Section 3. Compensation for personnel filling such positions shall be paid at an hourly rate as per Appendix B. In addition to the hourly rate, those classroom teachers teaching classes requiring preparation time shall be paid one-fifth above the hourly rate.

Section 4. Only those sections of this contract which pertain to teachers' rights and protection of teachers shall apply to summer school teachers.

Section 5. It shall be the responsibility of the Administration to designate someone to serve in the capacity of Principal in all matters pertaining to summer school. Prior to the beginning of the summer school program, a meeting shall be held with those teachers involved to set up schedules and work out details.

ARTICLE 19
Mentor Teachers

Section 1. The Board of Education will follow the law in regard to mentor teachers. The Administration and the Association further agree to follow the Mentor Program as outlined in Appendix "C."

ARTICLE 20
New Legislative Requirements

Should new legislation requirements that are not prohibited subjects of bargaining impact the teaching and learning in Grosse Ile Township Schools, a collaborative effort between GIEA and GITS will address implementation details.

ARTICLE 20

Duration of Agreement

This Agreement shall be effective for a term from February 12, 2025, through June 30, 2026, when it shall terminate. If either party desires to modify or amend this Agreement, that party shall give the other party written notice to that effect not less than sixty (60) days or more than ninety (90) prior to May 2, 2026.

IN WITNESS WHEREOF, the parties agree that all terms, benefits, and conditions of this Agreement are to become effective February 12, 2025.

FOR THE BOARD OF EDUCATION

FOR THE GIEA

APPENDIX A

Salary Schedule

Bachelor's Degree

STEP	INDEX	BA	BA + 10	BA + 20
0	0.9803	$45,572		
1	1	46,488	$ 47,882	$ 49,277
2	1.045	$ 48,579	$ 49,974	$ 51,368
3	1.13	$ 52,531	$ 53,925	$ 55,320
4	1.20	$ 55,784	$ 57,180	$ 58,575
5	1.27	$ 59,040	$ 60,433	$ 61,827
6	1.34	$ 62,294	$ 63,688	$ 65,082
7	1.41	$ 65,547	$ 66,943	$ 68,338
8	1.48	$ 68,801	$70,196	$ 71,591
9	1.55	$ 72,055	$73,450	$ 74,845
10	1.62	$ 75,311	$ 76,703	$ 78,098
11	1.69	$83,325	$84,804	$ 86,282

Master's Degree

STEP	INDEX	MA	MA + 10	MA + 20	MA + 30
0	1.0980	$ 51,043			
1	1.12	$ 52,066	$ 53,460	$ 54,855	$ 56,250
2	1.175	$ 54,623	$ 56,018	$ 57,411	$ 58,807
3	1.27	$ 59,040	$ 60,433	$ 61,827	$ 63,223
4	1.35	$ 62,758	$ 64,153	$ 65,548	$ 66,943
5	1.43	$ 66,476	$ 67,872	$ 69,267	$ 70,661
6	1.51	$ 70,196	$ 71,591	$ 72,986	$ 74,380
7	1.59	$ 73,915	$ 75,310	$ 76,703	$ 78,098
8	1.67	$ 77,634	$ 79,028	$ 80,423	$ 81,818
9	1.75	$ 81,353	$ 82,747	$ 84,142	$ 85,538
10	1.83	$ 85,071	$ 86,467	$ 87,862	$ 89,256
11	1.91	$ 88,791	$ 90,185	$ 91,581	$ 92,975
12	1.99	$ 98,117	$ 99,597	$ 101,075	$ 102,554

APPENDIX A

Salary Schedule – 2025-2026

Bachelor's Degree

STEP	BA	BA+10	BA+20
0	$46,256		
1	$47,185	$48,600	$50,016
2	$49,308	$50,723	$52,138
3	$53,319	$54,734	$56,150
4	$56,621	$58,038	$59,454
5	$59,926	$61,340	$62,755
6	$63,228	$64,643	$66,059
7	$66,530	$67,947	$69,363
8	$69,833	$71,249	$72,665
9	$73,136	$74,552	$75,968
10	$76,441	$77,854	$79,270
11	$86,241	$87,772	$89,302

STEP	MA	MA+10	MA+20	MA+30
0	$51,809			
1	$52,846	$54,262	$55,678	$57,094
2	$55,442	$56,858	$58,273	$59,689
3	$59,925	$61,340	$62,755	$64,171
4	$63,700	$65,115	$66,531	$67,947
5	$67,473	$68,890	$70,306	$71,721
6	$71,249	$72,665	$74,080	$75,496
7	$75,024	$76,439	$77,854	$79,270
8	$78,798	$80,214	$81,630	$83,045
9	$82,574	$83,988	$85,404	$86,821
10	$86,347	$87,764	$89,180	$90, 595
11	$90,123	$91,538	$92,954	$94,369
12	$101,551	$103,083	$104,613	$106,143

APPENDIX A ECONOMICS

a. Year 1 2024-2025

i. Bargaining unit members who are eligible to step on Schedule A shall receive one step (this previously occurred at the beginning of the school year)
ii. Bargaining unit members who are eligible to move lanes shall move lanes (this previously occurred at the beginning of the school year)
iii. Top step in each lane of Appendix A – Salary Schedule will have an on-schedule increase of 2%, retroactive to the beginning of the 2024-2025 school year
iv. Each step in each lane except the top step of Appendix A – Salary Schedule will have an on-schedule increase of 1%, retroactive to the beginning of the 2024-2025 school year.

v. The Parties recognize there were certain Bargaining Unit Members who were hired prior to the 2017-2018 school year who were adversely affected by the implementation of the step schedule during various years after the 2017-2018 school year. Therefore, the Parties agree to make those Bargaining Unit Members "whole" pursuant to Exhibit A, attached and incorporated herein. The Parties further agree that the attached list is final and complete, and no other Bargaining Unit Members are entitled to be "made whole."

b. Year 2 2025-2026

i. Bargaining unit members who are eligible to step on Schedule A shall receive one step.

ii. Bargaining unit members who are eligible to move lanes shall move lanes.

iii. The Parties agree to a wage reopener limited to Appendix A.

APPENDIX B

Co-Curricular/Extra Curricular Salary Schedule

Category 1	**$5,400.04**
	(1) Varsity Football – Head Coach
	(1) Varsity B Basketball – Head Coach
	(1) Varsity G Basketball – Head Coach
	(1) Varsity Wrestling – Head Coach
	(1) Varsity Volleyball – Head Coach
	(1) Varsity B/G Cross Country – Head Coach
	(1) Varsity B/G Rowing – Head Coach
	Band Director – HS
	HS Yearbook
Category 2	**$4,154.30**
	(1) Varsity Baseball – Head Coach
	(1) Varsity Softball – Head Coach
	(1) Varsity B Track – Head Coach
	(1) Varsity G Track – Head Coach
	(1) Varsity B Soccer – Head Coach
	(1) Varsity G Soccer – Head Coach
	(1) Varsity B Tennis – Head Coach
	(1) Varsity G Tennis – Head Coach
	(1) Varsity B Swim – Head Coach
	(1) Varsity G Swim – Head Coach
	(1) Varsity B Golf – Head Coach
	(1) Varsity G Golf – Head Coach
	(1) Varsity Football Sideline Cheerleading – Head Coach
	(1) Varsity Competitive Cheer – Head Coach
Category 3	**$3,792.59**
	(1) JV B Basketball – Head Coach
	(1) JV G Basketball – Head Coach
	(1) JV Football – Head Coach
	(1) Varsity Football – Assistant Coach
	(1) Wrestling – Assistant Coach
	(1) JV Volleyball – Head Coach
	Student Council Advisor - HS
Category 4	**$2,907.47**
	(1) JV Baseball – Head Coach
	(1) JV B Soccer – Head Coach
	(1) JV G Soccer – Head Coach
	(1) JV Softball – Head Coach
	(1) Freshman B Basketball – Head Coach
	(1) Freshman G Basketball – Head Coach
	(1) JV Football Sideline Cheer – Head Coach
	(1) JV Competitive Cheer – Head coach
	(1) Varsity B/G Track – Assistant Coach

		(1) Varsity B Golf – Assistant Coach
		(1) Varsity G Golf – Assistant Coach
		(1) Varsity B/G Rowing – Assistant Coach
		(1) JV B Tennis – Head Coach
		(1) JV G Tennis – Head Coach
Category 5	**$2,492.57**	
		(1) MS Wrestling – Head Coach
		Drama Director (per production)
		Assistant Band Director-HS
		Vocal Music Director-HS
		(1) 7th Grade Football – Head Coach
		(1) 8th Grade Football – Head Coach
		(1) 7th Grade B Basketball – Head Coach
		(1) 7th Grade G Basketball – Head Coach
		(1) 8th Grade B Basketball – Head Coach
		(1) 8th Grade G Basketball – Head Coach
		Band Director – MS
		Choir Director - MS
Category 6	**$2,076.61**	
		MS Yearbook Advisor
		(1) 7th Grade Baseball – Head Coach
		(1) 8th Grade Baseball – Head Coach
		(1) 7th Grade Softball – Head Coach
		(1) 8th Grade Softball – Head Coach
		(1) MS B Track – Head Coach
		(1) MS G Track – Head Coach
		(1) 7th Grade Volleyball – Head Coach
		(1) 8th Grade Volleyball – Head Coach
		(1) MS Football Sideline Cheer – Head Coach
		(1) MS Competitive Cheer – Head Coach
		Department Chairperson/PLC Leader - HS
		Music Director-HS (per production)
		Senior Class Advisor
		National Honor Society Advisor
		Student Council Advisor - MS
		(1) MS Wrestling – Assistant Coach
		(1) MS B/G Track – Assistant Coach
Category 7	**$1,661.72**	
		Assistant Drama Coach
		HS Class Sponsors
		HS Science Club
		HOSA
		Middle School Washington DC Coordinator
Category 8	**$1,245.74**	
		Orchestra Director-Musical

		Fifth Grade Camp Leader
		WEB Leader
		Link Crew Leader
		Ed. Tech-Support/Trainer
Category 9	**.0008 per hr. (Principal Approval) $33.23**	
		Summer School Teachers
		Club Sponsors
		Elementary Music (concert attendance)
Category 10	**$1,056.94**	
		Teacher in Charge
		Robotics – MS/Elementary[1]
Category 11	**$20.74 per hour**	
		Cafeteria Supervisor (per lunch period)
Category 12		
	$1,465.36	First Year Mentor
	$976.91	Second Year Mentor
	$732.68	Third Year Mentor
	$500.00	New Teacher Sponsor (first year only)
Category 13		
	$40.80 Per period/hour	Emergency Substitute
Category 14		
	$1,530.00	K-8 PL Leader(s)
		Robotics – HS[1]
Category 15		
	$300 per overnight	Fifth Grade Camp

1 In the event that grant dollars are available, those dollars will be utilized by the district to fund these positions. Grant dollars received will not be in addition to Schedule B amounts. Should grant dollars not be available, the district will fund these positions using general dollar funds.

The district exercises the right to utilize grant dollars to fund these positions.

APPENDIX C

New Teacher Mentoring Program

Public Act 335 of 1993 amended the Michigan School Code to require intensive professional development for classroom teachers during their first three (3) years of employment. In accordance with Section 1526 of the School Code, a mentor teacher is defined as a master teacher. To comply with this law, the district has established a mentoring program for all probationary, non-tenured classroom teachers (as defined by the State of Michigan) during their first three years of employment as a classroom teacher in Michigan. Teachers who have already attained tenure in Michigan will not be assigned a mentor or be required to participate in the formal mentoring program. However, they will be assigned a New Teacher Sponsor for their first year of employment within the district to provide guidance and support. If a teacher joins our district within their first three years of employment as a classroom teacher, the district will acknowledge prior participation in another district's mentorship program and place the teacher at the appropriate stage within our program.

General Agreements/Understandings

Grosse Ile Township Schools – Grosse Ile Township Schools agree to fully support the mentoring program. Individual building administrators agree to provide support and assistance to Mentors in their building. All administrators agree not to request any information from Mentors regarding Mentees that may be used to evaluate any Mentees. They also agree not to use any information that was gathered inadvertently from a Mentor regarding a Mentee.

Grosse Ile Education Association – The Association agrees to fully support the Mentoring program and the work of the Mentors. The Association further agrees to assist with Mentor recruitment, selection, and assignment. The Association also agrees to act as a liaison between Mentors/Mentees and the Board.

Mentors – Mentors agree to abide by the outlined job description. Mentors further agree to attend additional training when appropriate and participate in all group meetings/activities.

Mentees – All new teachers will agree to participate fully in the mentoring program during their first 3 years of employment.

COMMITMENT

Mentors agree to:

1. Be available to their Mentee.
2. Be good listeners.
3. Be an advocate for their Mentee.
4. Maintain confidentiality.
5. Be perceptive and pro-active.
6. Be a role model.
7. Be a resource.

8. Provide quality growth experiences.
9. Act as an advisor.
10. Be a friend.

RESPONSIBILITIES

Mentors agree to:

1. Schedule and meet weekly for a minimum of 45 minutes.
2. Be available to meet at other times as needed. Schedule and plan collaborative teaching experiences, observations, professional development, etc.
3. Serve as a professional resource.
4. Participate in district Mentor/Mentee meetings, activities, etc.
5. Mentors will not participate in any form of evaluation other than in private and confidential exchanges between mentor and mentee.
6. Keep records and logs pertaining to contact time, content, goals, professional development, etc.
7. Participate in additional mentor training when appropriate.
8. Orientate their mentee to their building, the district, and the community.

COLLABORATIVE TIME

1. Mentors and Mentees are granted release time to work collaboratively during the school day according to the following guidelines.
2. A "Collaborative Time Request" must be filed at least a week in advance with the Curriculum Director for approval (use form included in packet).
3. Mentors and Mentees are responsible for securing the appropriate substitutes.
    - First year teachers and their Mentors are granted 4 half days or 2 full days for collaboration.
    - Second year teachers are granted 4 half days or 2 full days for collaboration.
    - Third year teachers are granted 2 half days or 1 full day for collaboration.
4. These collaborative days may be used to work together in the Mentors classroom, in the Mentees classroom, in the classroom of another teacher, to a visit another district, attend a professional development activity, etc.

PROFESSIONAL DEVELOPMENT

Participation in the mentoring program meets the new teacher's professional development requirements as established by state law for their first four years of employment.

CONFIDENTIALITY

All parties agree to accept and honor the premise that any and all information, material, logs, journals, critiques, gathered during the mentoring process is the private property of the Mentee. Mentors agree to maintain complete confidentiality in regard to any information gathered during the mentoring process. Administrators may not ask for, or accept, any information gathered from a Mentor regarding a Mentee unless required by law.

MENTOR/MENTEE ASSIGNMENT/SELECTION

The Curriculum Director has the final say in Mentor assignment.

MENTOR QUALIFICATIONS

Teachers interested in becoming a Mentor must meet the following criteria:

1. Be at least a 5th year, tenured teacher.
2. Send a letter of interest to the Curriculum Director.
3. Be approved by the Superintendent.

COMPENSATION

Mentors will be compensated according to Appendix B.

APPENDIX D
Ancillary Staff

The following provisions only apply to individuals whose employment is governed by this Agreement and who are not certificated teachers, as defined in the Michigan Teachers' Tenure Act, being MCL 38.71 *et. seq.*

A. Public Act 103 of 2011 made specific items related to layoff and recall, discipline, assignment, evaluation, and merit pay prohibited subjects of bargaining for certified teachers and individuals whose employment is regulated by the Michigan Teachers' Tenure Act, being 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.

B. There are members of the Association who are not certified teachers and whose employment is not governed by the Teachers' Tenure Act.

C. Public Act 103 of 2011 did not limit the ability of those members who are not certified teachers and whose employment is not governed by the Teachers' Tenure Act to bargain the items listed in Public Act 103 as prohibited subjects of bargaining.

D. As such, the Parties agree that the following provisions apply only to members of the Association which are not certified teachers and whose employment is not governed by the Teachers' Tenure Act.

Pursuant to the above, the provisions which apply to members of the Association who are not certified teachers as defined by the Michigan Teachers' Tenure Act are as follows:

Assignments and Transfers

Section 1.

A. It is recognized that the assignment of ancillary staff members within a building is the right and responsibility of the Building Principal. Principals will make assignments in compliance with Every Student Succeeds Act, when possible.

- Upon completion of building assignments of ancillary staff by the Principals, the Board shall initiate the following process to fill the remaining vacancy(s):

    1. The vacancy shall be posted for fifteen (15) calendar days. All ancillary staff members, and the Association, shall receive a copy of the posting.
    2. Candidates in the building in which the vacancy occurs will receive first consideration and shall be evaluated based on the criteria outlined in Article 5, Section 1. B, of this agreement.

- If no one applies or meets the criteria for the position, then:

    3. Candidates from the remainder of the district will receive consideration and shall be evaluated based on the criteria outlined in Appendix D Assignments and Transfers, Section 1. B, of this agreement.

- If no one applies or meets the criteria for the position, then:

    4. Outside candidates will be considered until a suitable candidate is found.

B. When filling any ancillary staff vacancy, the Board agrees to use the following criteria and to give due weight and consideration to each.

    1. Certifications, Professional background, training, and experience.
    2. Seniority in school district (when applicable).
    3. Additional relevant factors (when applicable), which may include, but is not limited to evaluations, attendance, and/or discipline.

C. The Board agrees to follow the above process for full time and part-time ancillary staff positions. When an extra position becomes available in a building, Appendix D Assignments and Transfers, Sections A. 2, and B. 1-3 will be used to fill the vacancy.

D. Ancillary staff shall receive their tentative assignments for the next school year two weeks before the last day of school. Ancillary staff should express their preferences to their principal prior to this date. Should changes be necessary after two weeks before the last day of school, affected ancillary staff shall be notified as soon as possible by their building Principal.

E. Copies of all teacher schedules shall be given to the Association President by the end of the first week of school each fall.

Section 2. Definition of Transfers

A. A transfer shall be defined as either a voluntary or involuntary change in an ancillary staff member's assignment or position to another assignment or position. This would include: (1) a change in building assigned to, (2) in a non-classroom assignment such as media specialist or guidance counselor, or (3) in a Special Education assignment such as learning disability, emotionally impaired, etc.

B. Voluntary Transfers – A request to transfer may be made any time a vacancy is posted. The request shall be made in writing to the Superintendent as outlined in Appendix D Assignments and Transfers, Section 1. The Association shall receive a copy of the request.

C. Involuntary Transfers – Involuntary transfers of ancillary staff may be affected in the sole discretion of the district if it is in the best interest of a student(s) only for reasonable and just cause. The ancillary staff member and the Association shall be notified in writing two weeks before the last day of school of the current school year of the district's intent to transfer. This notification shall include the new assignment or position and a "reasonable and just cause" explanation for the involuntary transfer.

Reduction of Ancillary Staff

Section 1. In the event the Board deems it necessary to reduce ancillary staff through layoffs the Board agrees to give ample notice to the Association. Before the Board takes official action to reduce staff the Association will be afforded opportunity to discuss the situation and offer

alternative solutions. In the event of layoffs, the Board will provide a list of the affected ancillary staff as soon as they are determined.

Section 2. The Board agrees every effort shall be made to retain elements of a well-rounded quality program. In the event of layoff, the following procedure will be utilized:

1. The Board shall lay off ancillary staff in reverse seniority order until the pre-determined number of ancillary staff to be reduced is met.

2. When it is determined that position(s) are available, ancillary staff will be recalled according to:
    1. Seniority
    2. Certification/Highly qualified status
    3. Educational background/training
    4. Other relevant experience and factors, including but not limited to the following: evaluations, attendance, and/or discipline.

3. In the event the Board deems it necessary to reduce or eliminate a program(s) the affected ancillary staff member shall have the right to bump the least senior ancillary staff member. This process continues until all positions are filled and there are no more ancillary staff members eligible to bump.

Section 3.

A. Seniority is defined as length of unbroken service in the district. Seniority begins the first paid day of employment in a bargaining unit member's assigned position.

B. In the event two or more bargaining unit members have the same seniority, a lottery will be conducted to determine seniority for the purpose of layoff and recall only. The lottery will be conducted in the presence of the Association President, Superintendent and affected bargaining unit member (s), no later than September 15.

C. Except in the event of an emergency, all ancillary staff members to be laid off shall be given at least thirty (30) days' written notice. The Board shall maintain and post in September of each year, a district-wide seniority list showing years of service in the district and valid certification for each bargaining unit member. Administrators will be placed on this seniority list according to their experience in the district.

Section 4. When there are ancillary staff positions that become vacant, laid-off ancillary staff who are qualified and have the greatest unbroken service to the district will be given the first opportunity to fill such positions. In the event two or more ancillary staff members are qualified and have the same unbroken service in the District, the Board agrees to give due weight and due consideration to the professional background, other training and experience of all applicants and other relevant factors.

Section 5. In conjunction with Article 9, Section 3, which provides that the individual contract executed between bargaining unit member and the Board is subject to the terms and conditions of this Agreement, it is intended that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

Section 6. Laid off ancillary staff, upon written request to the employer prior to the opening of school, will be placed on the substitute teaching list, provided they are so qualified and, if required, certified.