

2018-2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ANCHOR BAY BOARD OF EDUCATION

AND

M.E.A./N.E.A. LOCAL 1

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PREAMBLE

- 1.00: This Agreement is entered into this 19th day of September, 2018, by and between the Board of Education of the Anchor Bay School District of Macomb and St. Clair Counties, Michigan, (the "Board") and MEA/NEA Local 1, (the "Association").
- 2.00: The Board is required by law to negotiate with the Association on wages, hours, and other terms and conditions of employment of teachers, and the parties through negotiations in good faith have reached agreement on all such matters and desire to execute this Agreement.
- 3.00: In consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1 RECOGNITION

- 1.01: Included: All regular full-time and regular part-time certified teachers under annual contract including personnel on tenure or probation, non-administrative guidance counselors, certified librarians, registered nurse, and school psychologists and social workers employed by the Anchor Bay School District.

Excluded: Full-or part-time supervisory, executive, or administrative personnel, all directors and coordinators including but not limited to Athletic Director, Director of Integrated Art, Director of Planning and Evaluation, Director of Vocational Education, Director of Special Education, Coordinator of Pupil Personnel, Title I Coordinator, Business Manager, Title I preschool teachers, non-registered nurse, Community School Program teachers (including high school completion, enrichment, and recreation teachers), substitute teachers, per diem appointments, aides and paraprofessionals, teachers in programs which are not of the regular school year such as summer school programs, individuals performing any extracurricular assignments who are not otherwise part of the bargaining unit, noon period supervisors, and/or recreational personnel, office and clerical employees, custodial employees, bus drivers, and all other employees of any other employer. For any position that is excluded, and the employee in that position is part-time, that employee shall be considered as part of the bargaining unit for that portion of time the individual is performing bargaining unit work.

- 1.02: The term "teacher" shall mean all employees in the bargaining unit as above defined.
- 1.03: The term "Board" shall include the Board, its agents, and designees.
- 1.04: The Board will not negotiate with any organization other than MEA/NEA Local 1 pursuant to the Public Employment Relations Act, as amended, for the duration of this Agreement.

ARTICLE 2 ASSOCIATION AND TEACHER RIGHTS

- 2.01: The Board recognizes that the law guarantees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations.

- 2.02: This Agreement shall not be construed to deny or restrict to any teacher, rights he or she may have under the Michigan General School Laws or other applicable laws and regulations.
- 2.03: The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge for the custodial fee. No charge shall be made for use of schoolrooms. Use of school buildings shall be limited to legitimate Association business.
- 2.04: Association representatives and officers shall be permitted to transact Association business on school property at all non-teaching times, provided that this activity shall not interfere with or interrupt normal school operations and, the affected building principal shall be notified in writing or in person before any Association activity takes place.
- 2.05: The Association shall have the right to use school facilities and equipment to conduct legitimate Association business subject to published District-wide rules and regulations regarding such use. Further, any extraordinary costs, (i.e., overtime, repair costs, special charges) incurred in the use of school facilities and equipment shall be charged to the Association. The Association may use school facilities and equipment outside the regular school day for the purpose of political involvement that complies with existing Board policy subject to Board approval.
- 2.06: The Association shall have the right to post notices of activities and matters of Association concern on the bulletin boards assigned to the Association, at least one (1) of which shall be provided in each school building. The Association shall assume responsibility for all matters posted on such bulletin boards. The Association may use the District mail services and teacher mailboxes for communications to teachers. All communications from Anchor Bay teachers to be posted or distributed on a District or building-wide basis shall be properly identified by including the name of the organization and the signature of the Association official.
- 2.07: Copies of all material posted on Association bulletin boards shall be provided at the same time to the Central Office.
- 2.08: If the President of MEA-NEA Local 1, Anchor Bay takes union release time from instructional duties (up to a half-time basis), the Association shall reimburse the District on a quarterly basis the FTE cost of the President's wages (including FICA and MPSERS payments) for that union release time.

ARTICLE 3 RIGHTS AND RESPONSIBILITIES OF THE BOARD

- 3.01: The Board, on its own behalf and on behalf of the electors of the District retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right to:
- 3.01.01: The executive management and administrative control of the District and its properties and facilities, and the activities of its employees.

- 3.01.02: Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 - 3.01.03: Establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for the students, all as deemed necessary or advisable by the Board.
 - 3.01.04: Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
 - 3.01.05: Determine class schedules; the hours of instruction; the related duties, responsibilities, and assignments of teachers and other employees and administrative non-teaching activities; and the conditions of employment.
- 3.02: The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of related policies, rules and regulations, and practices; and the connected use of judgment and discretion shall be limited only by the specific terms of this Agreement, to the extent that such specific terms conform with the laws and Constitutions of Michigan and the United States.
- 3.03: The above Board rights and responsibilities are subject to the Michigan Public Employment Relations Act, as amended. This Article does not abrogate the Board's obligations as to this Agreement.

ARTICLE 4 PAYROLL DEDUCTIONS

- 4.01: Membership in the Association is not compulsory. Neither party shall unfairly discriminate against or pressure any bargaining unit employee to join or refrain from joining the Association.
- 4.02: There shall be no discrimination against any employee or applicant for employment by reason of race, religion, color, age, sex, marital status, sexual orientation, national origin, religion, height, weight, genetic information, or disability. There shall be no discrimination against any parent or student by reason of physical, mental, economic, social condition or above mentioned reasons; and that this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory.

ARTICLE 5 TEACHING HOURS AND CLASS LOADS

- 5.01: Teachers are expected to be at their assigned teaching and/or duty station at least three (3) minutes at the elementary level, (5) five minutes at the middle school level, and (4) four minutes at the high school level. However, teachers are expected to undertake necessary student supervision whenever they are confronted with the need. Teachers at the elementary level shall be permitted to leave two (2) minutes after completing their assignment. Teachers at the middle school level shall be permitted to leave four (4) minutes after completing their assignment. Teachers at the high school level are permitted to leave (6) six minutes after completing their

assignment. Teachers are expected to remain for a sufficient period after the close of the school day to attend to those matters that properly require attention at that time. If the teacher's work day exceeds 425 consecutive minutes, the teacher will be paid the pro-rata amount of forty dollars (\$40) per hour for any time over 425 minutes.

5.02: NORMAL WORK WEEK:

The normal workweek for a regular elementary classroom teacher shall not exceed:

- A. five (5) hours for classroom preparation,
- B. 1,580 minutes for classroom instruction
- C. a duty-free lunch period no less than thirty (35) consecutive minutes per day not to include passing time.
- D. The elementary preparation time will be 220 minutes per week for first semester 2018-2019 and 240 minutes per week for second semester 2019-2020. On June 29, 2019, elementary preparation time will be 250 minutes per week. The parties are not precluded from bargaining elementary preparation time for the successor collective bargaining agreement.

The normal work week for a regular middle school level classroom teacher shall not exceed:

- A. four (4) hours and fifty (50) minutes for classroom preparation
- B. 1,585 minutes for classroom instruction
- C. a duty-free lunch period no less than thirty (30) consecutive minutes per day, not to include passing time

The normal work week for a regular high school level classroom teacher shall not exceed:

- A. four (4) hours and forty-five (45) minutes for classroom preparation
- B. 1,605 minutes for classroom instruction
- C. a duty-free lunch period no less than thirty (30) consecutive minutes per day, not to include passing time

Those teachers assigned to secondary buildings may be required to substitute during their preparation periods without receiving the \$25.00 per hour provided for in Article 5.04 of this Agreement so long as the added assignments are made equitably by the building administrator. This provision applies once per week for first semester 2018-2019 and twice per month for second semester 2018-2019.

If feasible as determined by administration, teachers will be assigned no more than three (3) preparations per teacher, per semester. This provision is not subject to the grievance process.

- 5.03: An administrator may require a teacher to assume an absent teacher's assignment during that teacher's preparation period, if that assignment cannot be filled on a voluntary basis. Involuntary assignments shall be rotated among all available teachers. However, the only available teacher shall be requested to substitute a reasonable number of times.
- 5.04: If a substitute for any teacher cannot be secured, a classroom teacher substituting shall be paid thirty dollars (\$30.00) per class period. Any portions of the total assignment shall be pro-rated accordingly.
- 5.05: Class period length is determined by the calendar in Appendix D and shall not exceed sixty-five (65) minutes for High School and Middle School. Block scheduling outside the above will have teacher involvement. The Association President or designee will be a member of any committee to consider a restructured day. Such committee will consider a time frame and establish guidelines for making a decision. If a decision to restructure is made, the Board and the Association will bargain appropriate contract language.
- 5.06: Elementary teachers will be provided with at least thirty (30) minutes of preparation time within the normal elementary school day and they may use for preparation all time during which their classes are receiving instruction from various teaching specialists for a combined total of five (5) hours per week (See Section 5.02). Preparation time granted a teacher shall be used basically for the preparation of lesson planning, correcting papers, parent consultation, curriculum development, and other school-related functions (i.e., newspaper, yearbook, school fair, student activities.) IEP Team meetings – with reasonable prior notice – may be scheduled during preparation periods, when possible.
- 5.07: Teachers are required to attend all staff meetings with a limitation of three (3) meetings per month except in an emergency. Whenever possible, teachers shall be given a minimum of forty-eight (48) hours' notice for staff meetings. With permission of the building principal, teachers will be excused from staff meetings for legitimate reasons. Staff meetings will only be held if necessary and shall be limited to one (1) hour in length, unless altered by a consensus of those involved. Staff meetings may be used for professional development.
- 5.08: No elementary teacher will be assigned lunch room, hall, bus, or playground non-teaching assignments unless that teacher volunteers for that duty on a monetary basis of twenty-five dollars (\$25.00). Elementary physical education teachers whose daily assignment is less than five (5) hours may be assigned to alternate teaching or non-teaching activities. Non-teaching activities shall be assigned to no more than fifty percent (50%) of the available time on a daily or weekly basis. No secondary teacher will be assigned lunch room, hall, or bus duty unless that teacher volunteers for that duty on a monetary basis of twenty-five dollars (\$25.00), unless that assignment is part of the teacher's regularly-scheduled work day. It is understood that situations requiring immediate action do occur. When this happens, the teacher will assist in securing the children for that day. The principal and staff will then confer no later than the end of the next workday to alleviate the situation.
- 5.08.01: Counselors shall not be assigned to a supervised study period.

- 5.09: Upon notifying the building principal or designee, teachers may leave the building during their lunch periods so long as no more than fifty percent (50%) of that building's teachers are gone.
- 5.10: A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time.
- 5.11: Teachers who have assignments in more than one (1) building shall be provided preparation time to the same extent as other teachers in the District. Such preparation time may be split and may be placed before or after the instructional day. Affected teachers will be given their schedules before implementation of the schedule. Sufficient time shall be allowed to cover assignments.
- 5.12: Upon reasonable request and with permission of the building principal or designee, a teacher may leave the school building for purposes of school business during the teacher's preparation period.
- 5.13: Any teacher who is regularly assigned to classes at different buildings on the same day which requires the use of their vehicle to travel between buildings shall be reimbursed a maximum of fifteen dollars (\$15.00) per day for travel time. In addition, a maximum of fifty dollars (\$50.00) shall be provided for damages resulting from an accident that occurs after the start of the first assignment and before the conclusion of the last assignment. The Board shall provide a set of rules that must be followed for reimbursement.

**ARTICLE 6
TEACHING CONDITIONS**

- 6.01: Optimum school facilities and small class sizes are desirable if a quality program of instruction is to be maintained. The primary duty of the teacher is to teach, and the organization of the school day should be directed toward insuring that the teacher's energy is used to this end.
- 6.02: Class size limits are based on the assumption that the District has both the building capacity and funds to effectively reach changes in class size limits. In spite of the best of intentions, statutory limitations and building limitations may be outside the control of the parties, who pledge to work towards the goals set forth herein, but recognize that minor deviations may occur due to emergency objectives. The use of facilities and personnel and the future planning of construction and staff recruitment shall move toward these objectives.

| CLASS SIZE LIMITS | | |
|--------------------|--------------------|--------------------|
| Grade Level | Optimum Class Size | Maximum Class Size |
| K-1, 2 | 24 | 27 |
| 3-5 | 28 | 32 |
| Middle School | 30 | 32 |
| Senior High | 30 | 34 |
| Physical Education | 40 | 46 |

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|-------------------|---|
| Special Education | Class size and class loads shall not exceed the student-teacher ratio as provided by the “Revised Administrative Rules for Special Education” and approved waivers. |
|-------------------|---|

6.02.01: Upon request, regular classroom teachers who have special education students included in their classroom shall receive: (1) assistance from the Special Education Department with strategies necessary for maintaining special education students in regular education classes, (2) in-service on inclusive education, and (3) instructional materials developed for use with special education students in an inclusive classroom.

6.02.02: Classrooms in the primary grades (K, 1, 2) may work to incorporate developmental courses within their classrooms.

6.03: In the Middle School for 2018-2019, the total work day student maximum shall not exceed 165, with no more than 34 students in any one class. If a class size overage occurs following the Monday after the second full week of the school year, the affected teacher shall receive \$250 for each student over the 34 limit in the semester (except for band, choir, physical education, and computer. Effective June 29, 2019, Middle School class size shall not exceed the following for the 2019-2020 school year:

| | | |
|-----------------------|----------|-----------|
| 6 th grade | 32/class | 160 total |
| 7 th grade | 33/class | 162 total |
| 8 th grade | 33/class | 162 total |

6.04: If, at any time following the Monday after the second full week of the school year, class size exceeds these maximum limits, the involved teacher, the building principal, and representatives of the Board and the Association shall meet to consider and resolve balancing classes, use of paraprofessionals, additional staff, use of facilities in the community, and/or other appropriate solutions. In addition, an effort will be made to balance sections of the same secondary class offered during the same period and/or semester before the beginning of the course. The Association will be provided, before the start of each semester, a class count of all sections offered. Agreements reached shall be put into effect within five (5) work days. The Association recognizes that meeting these objectives depends on budgetary limitations; provided, however, that some classes shall be limited only by their individual characteristics and working conditions, such as: Vocational, Science Labs, Art, Choir, Band, and other similar classes. The Contract Review Committee will monitor this Article on class size. The Board will only use school classrooms for the regular K-12 program, if any class size exceeds the maximum contractual limits. Whenever special education students are enrolled in general education classes, in the process of scheduling, the number of such students shall be equalized, as near as possible, among appropriate class sections within the building.

6.05: The Board will provide clerical personnel to aid teachers in the preparation of educational material.

6.06: The Board will provide in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use, and, at least one (1) room appropriately furnished which shall be

reserved for use as a faculty room. A work room will be made available for all teachers who are unable to work in their own rooms.

6.07: Telephone facilities shall be made available to teachers for reasonable use. Long distance calls made by teachers shall be billed to the teacher's home phone. A teacher who abuses the telephone privilege by making unauthorized long distance calls, is subject to disciplinary action.

6.08: Upon reasonable request to the Athletic Director, school athletic facilities will be made available to the team at the request of the coach; use shall comply with recognized rules and regulations.

6.09: Upon reasonable request to the principal of the building involved, facilities will be made available to a teacher in charge of an activity; use shall comply with recognized rules and regulations.

6.10: Teachers attending graduate school, SCECH courses, or workshops shall have the option of leaving immediately after the close of the regular student day, provided that the immediate supervisor is informed of the teacher's course work. Further, teachers who have doctor and/or dentist appointments or pressing legal matters, shall also have the option of leaving immediately after the close of the regular student school day, provided that the immediate supervisor is informed of the teacher's scheduled appointment. However, if a building-related emergency exists with potential effects on student health and safety, the immediate supervisor may deny the teacher's request to leave the effected building early.

6.11: Teachers shall receive confirmation of material orders made, provided that the requests for such materials are made on district standard purchase forms.

6.12: SPLIT CLASSES

6.12.01: Split classes are elementary classes that are composed of students from more than one (1) grade level.

6.12.02: The maximum and optimum class sizes in Article 6.02 will be reduced by four (4) students for split classes.

6.13: SPLIT SESSIONS

6.13.01: A split session is a school day composed of five (5) concentrated teaching hours.

6.13.02: Building announcements shall be made known to teachers on split sessions.

6.13.03: Teachers on the p.m. shift attending graduate school shall have the option of leaving immediately after the close of the regular student school day, provided that the immediate supervisor is informed of the teacher's course work and that a building-related emergency which potentially effects student health and safety does not exist.

6.14: STUDENT SERVICES

- 6.14.01: Implementation of this Article will comply with the Michigan School Code and the Individuals with Disabilities Education Act.
- 6.14.02: Student Services shall consist of, but not be limited to, teacher/consultants, social workers, psychologists, speech therapists, counselors, At-Risk coordinators, Chapter I clinicians, and school nurse.
- 6.14.03: Due to the uniqueness of the positions, preparation time and scheduling of students for special services shall be arranged by the administrator after conferring with the special service teacher.
- 6.14.04: Under normal circumstances, special service personnel shall not be used in positions inappropriate to their designated specialties.
- 6.14.05: Special Services personnel shall have adequate work space in each building of responsibility. Reasonable attempts shall be made for the facilities to include auditory privacy for work and lockable files.
- 6.14.06: Any bargaining unit employee who will be providing instructional or other services to a student with a disability in a regular education classroom setting shall be invited, in writing, to participate in the Individualized Educational Program Team (IEP Team) which may initially place (or continue the placement of) the student in a regular education classroom.
- 6.14.07: The Board will provide in-service training to teachers receiving students with disabilities before the student's placement in the classroom.
- 6.14.07.01: All attempts will be made to avoid requiring teachers to perform non-medical procedures such as tracheotomy, suctioning, catheterization, or tube feeding. Teachers of medically-fragile students and/or students in need of the above mentioned non-medical procedures will be provided specific training for emergency situations.
- 6.14.08: Team teaching is defined as two (2) or more teachers working together who jointly create and implement learning objectives and coordinate programs for a shared group of students. Team teaching is recognized as an educationally sound principle and will be permitted. Team teaching situations are most effective when voluntary. Where feasible as determined by administration, common preparation time will be provided to involved teachers during the work day.
- 6.14.09: The provisions for balanced class size distribution in Section 6.04 for special education students will not apply in co-teaching situations where both teachers have agreed to participate and have planned the creation of optimal distributions of students to maximize the effectiveness of special and compensatory education assistance.
- 6.14.10: Decisions regarding District application to the Department of Education for a waiver(s) of Special Education Rules and Regulations as referenced in the

“Michigan Administrative Rules for Special Education” will involve the Association and employees whose jobs will be affected by the waiver(s). The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parent/community support, and employee working conditions. A District decision to seek a waiver(s) shall not be subject to the grievance procedure.

6.15: Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health or safety.

6.15.01: The Board will provide a forum to handle employee complaints and concerns about physical facilities.

6.15.02: The Assistant Superintendent for Business, or designee, shall meet with the Association President, or designee, in an attempt to solve physical facility problems by influencing the priorities of the maintenance department.

6.16: All attempts will be made to provide adequate off-street parking facilities, properly lighted and properly maintained, and identified exclusively for teacher use. Sidewalks shall also be maintained.

6.17: In the secondary buildings, all attempts will be made to avoid use of the library as a study hall.

6.18: If the Board finds it necessary to put into effect a reorganized school day, (split sessions) or school year (Year-Round School), the Association will be notified of the possibility and will meet to negotiate a mutually agreed upon plan concerning new working conditions.

6.19: The Board shall provide enough textbooks for each student during the instructional time provided a textbook is normally used for the specific class, and the textbook is available from the publisher. Further, if a teacher's edition is provided for a textbook used, the Board will provide the affected teacher with a teacher's edition. Where a textbook has not normally been used or a new class is offered a teacher may apply to the Joint Professional Instruction and Curriculum Council and follow set procedures to obtain approval for a textbook.

ARTICLE 7 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

7.01: The Board shall hire only teachers for regular, full-time teaching positions who have a minimum of a Bachelor's Degree from an accredited college or university and who have a Provisional, Permanent, Continuing, and/or Professional Education Certificate, or other appropriate certification as determined by the Michigan Department of Education, except when the teacher is participating in an approved program of internship or vocational technical education, providing such staff are available.

7.02: It is the professional responsibility of each teacher of the District to meet and maintain standards for Michigan certification and accreditation.

- 7.03: A teacher is expected to assume not more than two (2) non-seasonal, school-related functions, unique to the teacher's building, within a school year. By way of illustration, such activities are enumerated in Appendix B. Any assignments of non-seasonal, school-related functions in excess of two (2) will be voluntary by the teacher and will not conflict with a season activity as defined in Appendix B.
- 7.04: The time lines set forth below will be adhered to:
- SECOND WEEK IN MARCH Teachers must have on file in the Personnel Office requests for shared-time or part-time positions.
- LAST WEEK IN MAY Teacher transfer and preference requests to be filed with the Central Office.
- 7.05: The Board will provide an in-service program for all transferred teachers. In-service programs shall include individual or group meetings with the administration. This in-service will be held during the first ten (10) weeks of school consisting of one (1) session that will last no longer than one (1) hour and may be held outside the normal school day and without additional compensation.
- 7.06: The Board shall provide no fewer than two (2) days of in-service per year during the summer, appropriate to teachers' needs. These days shall not be considered part of the teacher work days specified in the calendar used to calculate teacher pay. Attendance at these in-services is voluntary and shall be paid at the rate of pay referenced in Article 20.08.02.

**ARTICLE 8
CONTRACT REVIEW COMMITTEE**

- 8.01: The Superintendent and the Association President may meet for the purpose of reviewing the administration of this Agreement, and to discuss with the intent to resolve, District-wide problems that may arise, as well as, to improve communications between both parties. These meetings shall be held upon the request of the Superintendent or Association President.
- 8.02: If either party has any item(s) which they wish to discuss, they shall submit these items to the other party three (3) days before the meeting.
- 8.03: All meetings between the parties will be scheduled to take place as promptly as possible, at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.
- 8.04: Should such a meeting result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and the Association.
- 8.05: At the first meeting of the Contract Review Committee, rules and procedures shall be established that will be used for the operation of the meeting.

**ARTICLE 9
VACANCIES, PROMOTIONS, AND TRANSFERS**

9.01: The term vacancy shall include newly-created professional positions, positions filled during the previous year on a temporary basis, and any open position after principal approved intra-building assignments.

9.02: INVOLUNTARY TRANSFERS:

9.02.01: One (1) day paid preparation time without students shall be granted to all teachers who are affected by an involuntary transfer which occurs after the start of the school year. For the purpose of this section, involuntary transfers refers to transfers between buildings. Additional time may be granted in unusual circumstances as determined by the Superintendent.

9.03: TRANSFER REQUESTS:

9.03.01: Requests by a teacher for any vacancy shall be made in writing to the central office. The applicant shall set forth reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications.

9.04: PROMOTIONS:

9.04.01: For the purpose of this Article, a promotion is defined as an upward change in position and shall include such positions as Assistant Principal, Principal, Athletic Director, Assistant Superintendent, and Superintendent.

9.04.02: The failure to obtain a promotion shall not be subject to the grievance procedure.

**ARTICLE 10
LEAVE DAYS, LEAVES OF ABSENCE, AND TERMINAL LEAVE**

10.01: Paid-for leave is provided for the purpose of protecting the teacher's income during illness or accident and to assist during time of bereavement, religious holiday, pressing personal business, and/or emergencies within the limits of accumulated leave time. It is understood that teachers who violate this principle will be subject to loss of leave compensation.

10.02: LEAVE DAYS

10.02.01: Leave days shall be used only as hereinafter provided:

10.02.02: Leave days shall be used for absences caused by illness or personal leave.

10.02.03: A bargaining unit employee unable to work for a period of five (5) consecutive days shall be required to provide evidence: (1) from a physician (M.D. or D.O.) to establish that the condition warrants return to work; or (2) of necessary or pressing family and/or personal business. Extended compensable sick leave of absence beyond five (5) consecutive days shall require periodic medical statements at least

every two (2) weeks confirming the employee's inability to work. Failure to produce such documentation may result in the additional leave time being designated as non-compensable. Benefits and seniority shall be maintained during such leave, which leave will not continue from one (1) year to the next school year unless extended in writing by the Board and Association for good cause.

10.02.03.01: Requests for personal leave shall be made as far in advance as possible and shall be filed no later than five (5) work days before the expected absence. Emergency situations can lead to exceptions to said notification procedure. Such days shall not be used on the last scheduled workday preceding a holiday or recess, the first scheduled work day following a holiday or recess, or for parent-teacher conference days. Personal leave days shall not be used in conjunction with bonus days to extend a holiday or recess.

10.02.03.01.01: On the opening day of Firearm Season in Michigan, no more than ten percent (10%) of the teaching staff may be absent. The determination of those bargaining unit employee requests receiving approval for this day will be on a first-come-first-served basis.

10.02.03.01.02: Leaves which prevent a teacher from attending parent-teacher conferences shall be chargeable unless the teacher provides a roster for parents to request personal contacts and submits a log of completed contacts within fifteen (15) work days following the conference. This log will be submitted to the appropriate building administrator and the Personnel Office.

10.02.04: A bargaining unit employee whose personal illness extends beyond the period compensated under 10.02.02 above, shall be granted a non-compensable leave of absence not to exceed one (1) year beginning with the last day of compensated sick leave. However, any bargaining unit employee with five (5) or more years of continuous service shall be permitted a non-compensable leave of absence for one (1) additional year. The bargaining unit employee must provide written notice forty-five (45) days before the return to work. Failure to provide such notification, or to return after such notification, shall result in termination of employment.

10.02.05: Any bargaining unit employee 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 disability benefits provided by the Worker's Compensation Law and the sick leave benefits herein provided to the extent that the Board makes payment to a bargaining unit employee for that salary portion not reimbursed under the Worker's Compensation Law. Said partial payment shall be

charged pro-rata against the bargaining unit employee's accumulated sick leave days until those accumulated sick leave days have been expended.

10.02.05.01: For an unprovoked battery by a student against a bargaining unit employee, which results the bargaining unit employee's absence, the bargaining unit employee shall suffer no loss of leave time for a period not to exceed seven (7) workdays.

10.02.06: A bargaining unit employee who contracts any communicable disease under circumstances found to be compensable under the Worker's Compensation Law shall suffer no loss of pay for the first seven (7) days absence caused by such diseases.

10.02.07: The Board will pay the difference between the disability benefits payable for the first seven (7) days and that bargaining unit employee's regular salary without diminution of accumulated leave days. Thereafter, the provisions of Article 10.02.04 shall apply.

10.03: The Board will provide each full time bargaining unit employee with eleven (11) leave days each year. One (1) leave day from each bargaining unit employee shall be contributed to the sick bank at the beginning of a school year as provided in Article 10.04.05.

10.03.01: Leave day accumulation is uncapped. Bargaining unit employees who are retiring at the end of the current school year and who notify the Board of such retirement by the first week in April shall be entitled to receive fifty dollars (\$50.00) per day for all leave days accumulated after June 30, 1974.

10.03.02: A bargaining unit employee who has accumulated thirty-five (35) or more leave days, may continue to accrue leave days, or may redeem any leave days earned in that school year that remain at the end of that school year at the rate of fifty dollars (\$50.00) per day, or have the option of converting those leave days into paid vacation days in accordance with the then current conversion formula agreed upon by the parties. Compensation for vacation days not worked will be paid into a 403b account as deferred compensation.

10.03.03: Bargaining unit employees working five (5) hours daily, but less than a "teacher's" day as defined in Article 5 shall receive eight (8) days leave. Employees working three (3) hours or more daily, but less than five (5) hours shall receive six (6) leave days. Employees working less than three (3) hours daily shall receive one (1) leave day.

10.03.04: On or before the fourth Friday of each school year, each bargaining unit employee will be informed as to the total number of days of leave accumulated, and the Board shall keep a record of earned sick leave days for retirement purposes.

10.03.05: If a bargaining unit employee is absent in excess of the allowable sick leave days, the salary deduction shall be computed by dividing the base salary by the number of teacher-duty days in the annual calendar.

10.03.06: If a bargaining unit employee leaves the District before the end of his/her work year and has used more days than he/she has earned, the excess days shall be deducted from his/her paycheck. Such deduction shall be based on the bargaining unit employee's daily wage rate.

10.03.07: A bargaining unit employee who does not use any of his/her eleven (11) leave days in a school year, shall be granted two (2) bonus days. A bargaining unit employee using only one (1) leave day in a school year shall be granted one (1) bonus day. Such days may accumulate to five (5). Bonus days earned above five (5) will be added to the employee's accrued leave time account. Upon retirement or termination, unused bonus days shall be added to the individual employee's accrued leave time and paid per Article 10.03.01. Bonus days shall be used without restriction. Bonus days added by Article 10.03.07 are an incentive to bargaining unit employees for not using the leave time provided for their use in Article 10.

10.04: SICK BANK

10.04.01: The Board will cooperate in the operation of the sick leave bank. All bargaining unit employees will participate in the bank. Its purpose is to provide relief for bargaining unit employees who face the consequences of an extended illness, including a disability related to pregnancy and/or childbirth (pre-and post-partum), except as provided in Article 10.04.02.

10.04.02: A bargaining unit employee may not draw on the sick leave bank until after thirty (30) consecutive work days of a documented medical condition and after the use of all but twenty percent (20%) of his/her accumulated sick days. Any bargaining unit employee with less than thirty (30) accumulated days will lose one (1) day's pay for every sick day less than thirty (30). Only one (1) thirty (30) day waiting period per school year is required for a recurrence of the same documented medical condition. Following the thirtieth (30th) day of absence, a bargaining unit employee may apply for use of the sick bank. A medical statement must accompany said application. The Board reserves the right to request periodic doctor reports on the condition of the employee's ability to perform the essential functions of his/her job. Lack of such report may jeopardize continuance of benefits.

10.04.03: A maximum of forty-five (45) days may be drawn from the sick bank for an extended illness as defined in Article 10.04.02 during the school year of application. Should an employee returning to work without using the total forty-five (45) days experience a relapse from the same affliction, as certified by his/her physician, the employee shall be granted access to the unused portion without waiting an additional thirty (30) day period.

10.04.03.01: No sick bank member may use more sick days than, together with his/her previously accumulated leave days, exceeds the waiting period set forth in Article 18.06 (LTD) for any one affliction. A teacher who has remaining sick leave days after meeting the LTD

waiting period will use his/her own remaining sick leave days for modified fill as required by the long-term disability policy.

10.04.04: Bargaining unit employees on non-compensable leave of absence are not eligible for application to the sick bank.

10.04.05: One (1) day of each participating employee's sick leave will be deposited in the sick bank each year until the bank is built up to a maximum of fifty (50) days plus the number of bargaining unit employees. This will be done at any time during the course of the calendar year when the minimum of fifty (50) days is reached. All unused days shall accumulate from year to year.

10.04.05.01: The Association shall receive an annual report by September 30th of the number of days used by each individual and the number of days remaining in the sick bank.

10.04.06: If a bargaining unit employee has exhausted his/her personal sick leave days and is unable to contribute to the sick bank during the year, an appropriate amount shall be deducted from his/her pay which corresponds to the value of one (1) day of his/her pay.

10.04.07: Users of the sick bank days shall have no obligation to repay those days to the sick bank.

10.04.08: The thirty (30) day waiting period set forth in Article 10.04.02 for entry into the sick bank will be waived for a bargaining unit employee who meets all of the following criteria:

Must have worked in the District and donated to the sick bank for at least ten (10) years;

Must have never used the sick bank;

Must have fewer than thirty (30) days of accumulated leave time in his/her individual sick bank account;

All other stipulations of the sick bank will apply.

10.05: FUNERAL LEAVE

10.05.01: In the event of a death in the immediate family of the bargaining unit employee, he/she shall be entitled, when so required, to use a maximum of the next four (4) work days to arrange for or attend the funeral and burial. Said days shall not be charged to accumulated leave days. The immediate family shall be deemed to be: spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, step-parent, step-child, brother-in-law, or sister-in-law.

10.05.02: A bargaining unit employee shall be entitled to two (2) work days of his/her accumulated leave to arrange for and attend the funeral or burial of aunt, uncle, niece, or nephew.

10.05.02.01: A bargaining unit employee shall be entitled to one (1) work day of his/her accumulated leave to arrange for and attend the funeral or burial of any person. This section shall not be folded with Article 10.04.02 as a means to increase such leave time.

10.06: PROFESSIONAL LEAVE:

10.06.01: Professional business days shall be used for visitation to view other instructional techniques or programs, conferences, workshops, or seminars conducted by colleges, universities, and/or affiliate departments of/or the Michigan and National Education Association of a curricular or instructional nature related to the teacher's assignment in the District. Prior approval shall be secured and a written report in two (2) copies shall be submitted to the building principal upon return; provided however, Association officers and permanent members of the Association's Negotiating Team may use administrator-approved professional business days for attendance at recognized seminars, workshops, and conferences given under the auspices of the Michigan Education Association and/or National Education Association.

10.06.02: A teacher called for jury duty shall be entitled to compensation for the difference between the teaching pay and the pay received for performance of the jury obligation, which shall not result in the use of leave days.

10.07: ASSOCIATION DAYS:

10.07.01: The Association shall be granted fifty (50) days for the handling of Association business as deemed appropriate by the Association President. The full cost of the regular substitute's daily rate of pay shall be reimbursed by the Association to the Board for any days taken in excess of twenty-five (25) days. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time.

10.07.02: The Association shall designate the member(s) who shall use such days with a maximum at any one (1) time not to exceed five (5) days per person. One (1) week notice for this use is necessary. The Association President shall be able to use five (5) of the days with notification by the day before to the Personnel Director. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time.

10.08: NON-COMPENSABLE LEAVES OF ABSENCE: A teacher granted a leave as defined below is not eligible to receive pay or benefits except as defined in Article 10.08.10.

10.08.01: Personal leaves may be granted to teachers upon request subject to approval of the Superintendent and the Board. Such leaves shall not exceed one (1) year's duration,

and the failure to grant such leave shall not be subject to the grievance or arbitration procedures.

10.08.02: Family care leaves may be granted to teachers to care for ill family members upon request, subject to the approval of the Superintendent and the Board. Such leave shall not exceed one (1) year's duration, and the failure to grant such leave shall not be subject to the grievance or arbitration procedures.

10.08.03: BOARD LEAVE: A leave of absence not to exceed two (2) years may be granted to any teacher on approval by the Board. Such leave to be approved must involve activity of the teacher that is directly related to the performance of their duties for the District.

10.08.04: UNIFORMED SERVICES LEAVE: In accordance with the requirements of the law, a leave of absence will be granted to any teacher inducted into the uniformed service.

10.08.05: ASSOCIATION LEAVE: Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence without pay or fringe benefits for the purpose of performing duties for the Association, but not to exceed two (2) years.

10.08.06: POLITICAL LEAVE: A leave of absence not to exceed one (1) year shall be granted to any teacher, upon application, for the purpose of campaigning for or serving in a public office.

10.08.07: CAREER OPTION LEAVE:

10.08.07.01: A one (1) year Career Option Leave unpaid leave of absence shall be granted to any tenure teacher with eleven (11) or more years of experience in the District who requests such a leave in writing. This leave may be used to pursue an administrative or management position or other non-teaching career opportunity as the teacher may have available.

10.08.08: A person granted any aforementioned leave or child care leave may continue, in accordance with the Consolidated Omnibus Budget Reconciliation Act, any insurance carried by the Board.

10.08.09: CHILD CARE LEAVE: A leave of absence for a period of up to twenty four (24) months shall be granted to any teacher who is expecting a child or for a teacher adopting a child. Any teacher seeking a childcare leave must advise the Board as early as possible of the leave's effective date.

10.08.09.01: ADOPTION LEAVE: A teacher may be entitled to an adoption leave of up to six (6) weeks for the purpose of caring for and bonding with his/her newly-adopted child. This leave shall be unpaid. The teacher shall return to the prior position or an equivalent position.

10.08.10: EXTENSIONS OF LEAVES: The Board reserves the right to extend a leave beyond the limits set forth for reasons deemed appropriate to the Board.

10.08.11: Leaves granted under Articles 10.08.01, 10.08.02, 10.08.03, 10.08.04, 10.08.05, 10.08.06, 10.08.07, 10.08.09, and 10.08.10 would remain in effect for the balance of the school year. Written notification of intent to return to the District shall be made to the Personnel Office by the second week of April before the start of the school year. A teacher on such leave who fails to provide this written notification to the Personnel Office by this deadline shall be deemed to have voluntarily resigned. The Personnel Office will inform teachers on such leave by certified letter by March 1st of the above requirement. Teachers returning from such leave shall be reinstated not earlier than the beginning of the next school year following the leave.

If a vacancy occurs during the time that such leave is in effect, a teacher may apply, in writing, to the Personnel Office to return to the vacant position provided the teacher is certified and qualified as defined in Article 14.03.

10.09: Maternity disability shall be treated in the same manner as any other disability.

10.10: TERMINAL LEAVE: There shall be no payments made for sick leave days accumulated after June 30, 1974. Any sick leave days accumulated before June 30, 1984, will be controlled as follows:

10.10.01: Upon retiring under the Michigan Public School Employees Retirement System or the Social Security Retirement Plan, the employee will receive payment for fifty percent (50%) of his/her unused accumulated sick days at the teacher's current daily wage rate. See attached 2011-2014 extension agreement for special salary payouts during 2011-2012 and/or 2012-2013 for those bargaining unit employees that choose to retire during or at the end of either 2011-2012 or 2012-2013 school years. (Appendix A-5)

10.10.02: Upon death, the bargaining unit employee's beneficiary established in the Insurance Policy shall receive fifty percent (50%) of the teacher's unused sick leave at the teacher's daily wage rate. For all such payouts after June 30, 1974, the beneficiary shall receive fifty dollars (\$50.00) per accrued leave day.

10.11: M.E.R.C., COURT, OR MILITARY EMERGENCY LEAVES: If a teacher is required to appear before the Michigan Employment Relations Commission, any court of competent jurisdiction involving the District, or meet military obligations of local or state emergency not to exceed ten (10) working days, he/she shall be compensated for the difference between the teacher's pay and pay received for the performance of such obligation.

10.12: SABBATICAL LEAVE: To provide opportunities for maximal professional improvements, Sabbatical Leave shall be available to teachers for formal, full-time study at a recognized college or university.

10.12.01: ELIGIBILITY: An applicant must possess a valid Michigan teaching certificate, and must have accrued seven (7) consecutive full years of teaching service in the District.

Each applicant must agree to return to service in the District immediately upon termination of Sabbatical Leave and to continue in such service for a period of two (2) years, unless disability makes this impossible or there is mutual agreement to the contrary. A signed agreement, in the format of a promissory note, shall stipulate that the teacher's failure to provide such service shall result in the teacher's obligation to reimburse the District a proportional part of the salary paid to him/her during Sabbatical Leave, determined by the fraction of the two (2) years not served following the leave.

10.12.02: LETTER OF INTENT TO APPLY: Potential applicants shall submit a Letter of Intent to the Superintendent, indicating their intent to file a formal application for Sabbatical Leave the following semester.

Candidates desiring Sabbatical Leave commencing in February shall file the Letter of Intent not later than the last workweek of the second semester.

10.12.03: FORMAL APPLICATION: Applicants desiring Sabbatical Leave commencing in September, shall file a formal application for Sabbatical Leave with the Superintendent during the work week before the Easter Recess.

Applicants desiring Sabbatical Leave commencing in February shall file a formal application for Sabbatical Leave with the Superintendent during the third work week of September.

The application shall be accompanied by plans for the use of the Sabbatical Leave, evidence that the applicant has been accepted into a graduate program, and an exposition of the plan's potential for increasing the applicant's professional competence, and such other information as may be necessary as determined by the Committee for Sabbatical Leave.

10.12.04: SELECTION: The Committee for Sabbatical Leave shall consist of an elementary and a secondary principal, appointed by the Superintendent, a representative appointed by the Association, and the Association President. The Superintendent, who will vote only in a tie, shall chair the Committee.

Consideration shall be given for:

Assured eligibility.

The proposed leave's potential for contributing to the applicant's professional growth.

The applicant's prior contribution to the District and potential for future leadership.

The applicant's need for financial support.

Any other pertinent factors as established by the Committee.

In estimating Sabbatical Leave, the Board shall grant Sabbatical Leave to as many candidates as recommended by the Committee for Sabbatical Leave, but not to exceed a number equal to one percent (1%) of the teachers of the District at the time the leaves are granted.

10.12.05: COMPENSATION: While on Sabbatical Leave, a teacher shall receive fifty percent (50%) of his/her teaching salary for the time involved.

A teacher shall receive the insurance and retirement fringe benefits as provided for teachers by the Board.

10.12.06: MISCELLANEOUS ADMINISTRATIVE PROVISIONS: Sabbatical Leave may be for a portion of the year, but may not exceed a full school year, or as provided by Michigan law.

A teacher on Sabbatical Leave may not deviate from this approved plan except with the written permission of the Committee on Sabbatical Leave.

Sabbatical Leave will be automatically terminated should the grantee be placed upon a probationary academic status by the college or university.

Any falsification of information by the teacher, in application or other reports required as a part of Sabbatical Leave, may subject the leave to termination upon recommendation by the Committee for Sabbatical Leave.

Upon return from Sabbatical Leave, the teacher shall advance on the Salary Schedule as though he/she had been employed as a teacher during the period of Leave and he/she shall be returned to a bargaining unit position as determined by the administration.

10.13: NOTICES FOR SEEKING A LEAVE, RETURNING FROM LEAVE, AND RETIREMENT:

10.13.01: Failure to abide by the notice provision of this Article shall result in the following sanctions:

SEEKING A LEAVE – Denial of the leave

RETURNING FROM LEAVE –Teacher will have to await a job opening.

10.14: The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA). All requests for such leave will be made to the Superintendent. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice

as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held before the leave or an equivalent position.

**Provided by Section 380.1235 of the Revised School Code, MCL 380.1235.

ARTICLE 11 ACADEMIC RESPONSIBILITY

11.01: The teacher must exercise responsibility and prudence while acting within his/her certified area of instruction. The teacher must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the student's maturity level and the special circumstances that surround the teacher/student learning relationship. The Employer will protect the right of teachers and students to gain and test knowledge within the limits of the curriculum.

ARTICLE 12 PERSONNEL FILE, FOIA, MENTORS

12.01: Each teacher shall have the right to review, upon request, the contents of his/her personnel file, except for pre-employment records which will be confidential. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Further access to a teacher's personnel file shall be limited to the Superintendent or designee, the individual teacher's principal, and other personnel in accordance with Board Policy 8320.

12.02: The following provisions shall be applied to all requests for information regarding a teacher under the Freedom of Information Act (FOIA).

All requests must be made in writing and include the name of the person or organization making the request.

Once a FOIA request is received by the Board, the teacher and Association President shall be notified immediately and provided with a copy of the FOIA request.

As soon as possible and before the FOIA request is granted, the administration will meet with the teacher and/or Association representative to review the FOIA request and the document(s) requested.

The Board shall honor all exemptions to the production of documents in Section 13(1) of the FOIA.

On any document(s) that may be released under a FOIA request, all exempt material must be redacted.

12.03: The Board and Association have established a Professional Growth Committee consisting of two (2) representatives appointed by the Board and two (2) representatives appointed by the Association.

The Professional Growth Committee shall make recommendations regarding mentor teacher assignments. A mentor teacher is defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code with the following provisions:

- (1) Each bargaining unit employee who is a probationary teacher in his/her first three (3) years in the classroom shall be assigned a mentor teacher.
- (2) The mentor teacher shall be a highly effective certified teacher. Bargaining unit employees shall be given first consideration to serve as mentor teachers.
- (3) The purpose of the mentor teacher is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- (4) Participation as a mentor teacher shall be voluntary.
- (5) Every effort will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.
- (6) A mentor teacher shall be assigned to only one (1) mentee.
- (7) The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
- (8) The professional mentor mentee relationship is intended to be confidential.
- (9) Where feasible as determined by the building principal, the mentor and the mentee will be assigned common preparation time and, where there is mutual agreement between the Association and the District, released time will be given for mentee and mentor teachers.
- (10) Those bargaining unit employees who chose to continue in the second and third school years as mentors with the same mentees that they worked with in the first school year, will continue to receive a yearly stipend of six hundred dollars (\$600) during the remainder of the mentor period, the maximum period being no more than two (2) additional years beyond the first school year of mentoring the same mentee. Those bargaining unit employees who volunteer as mentors for mentees, to whom they have not been previously assigned, will receive a yearly stipend of \$400 for the first year, \$300 for the second year of mentoring, and \$200 for mentoring in the third year of the mentor-mentee relationship.

12.04: The Board will provide an in-service program for all first-year probationary teachers, within the first ten (10) weeks of the school year. In-service programs shall include individual and group

meetings with the Administration. These activities are to be held at a time outside of the normal school day and shall not require additional compensation.

ARTICLE 13 PROFESSIONAL BEHAVIOR

13.01: Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board, which are consistent with this Agreement.

13.02: The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building.

ARTICLE 14 SENIORITY

14.01: The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

14.02: Seniority for teaching shall be based on the teacher's experience in the District commencing from the first teaching assignment in a permanent position and exclusive of any outside teaching experience or assignments other than teaching within the District. Time spent on leaves of absence where benefits are received, shall be included as time worked. Seniority shall not accumulate for leaves for which no benefits are paid.

14.02.01: No later than sixty (60) days following the ratification of this Agreement, and by every February 1st thereafter, the District shall prepare a seniority list containing the hiring date, certification(s), endorsement(s), and seniority in years and fractions thereof. The District shall distribute this seniority list to the Association President by the last week in February.

14.02.01.01: To determine the seniority of teachers hired on the same day, before 1986, position on the seniority list shall be determined as follows:

- a. Length of service, if same, then
- b. Lottery numbers assigned at a random drawing held in the fall of 1997. Said lottery numbers to be published on all seniority lists after the Fall 1997 lottery.

14.02.01.02: To determine seniority of teachers hired on the same day after September 1986 to August 1, 1997, the employee shall record and use in the case of a tie, the time and date stamped on the bargaining unit employee's contract as kept in the Personnel Office which indicates the time and date the contract was signed by the bargaining unit employee, pending Board approval of the hiring.

14.02.01.03: The seniority list shall be published and given to the Association. A copy will be posted in each building. This list shall be the final determiner for recognizing seniority. If there is any mistake, the bargaining unit employee must report that mistake within ten (10) work days of the date the list is given to the Association.

14.02.01.04: Documentation to support certification and additional hours shall be submitted to the Personnel Office by January 15th. A teacher, however, may declare additional certification supported by proof of certificate to the Personnel Office before August 15th to be considered for a vacated position.

14.03: A teacher shall be deemed qualified under this Article if she/he has appropriate certification for the assignment and must meet any applicable accreditation requirements for grades 9-12.

ARTICLE 15 CONTINUITY OF OPERATION

15.01: During the life of this Agreement, the Association will not cause or permit its members to cause, nor will any member of the Association take part in a work stoppage. As used in this Agreement the term "Work Stoppage" shall mean the concerted failure to report for duty; the willful absence from one's position; the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment.

15.02: The Association shall have no liability under this Article if it posts notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications or press media if requested by the employer, that such teachers are in violation of this Agreement and that all teachers involved shall return forthwith to their regular duties.

15.03: Bargaining unit employees who violate this Article shall be subject to disciplinary action, including discharge.

15.04: So long as no work stoppage occurs in violation of this Article, the Board will not lock-out during the term of this Agreement.

ARTICLE 16 SPECIAL AND STUDENT TEACHING

16.01: Supervisory teachers of student teachers/interns shall be tenured teachers. All supervisory teachers will be assigned on a voluntary basis.

ARTICLE 17
PROFESSIONAL COMPENSATION

- 17.01: The basic salaries of teachers covered by this Agreement are set forth in Appendix "A".
- 17.02: The below provisions related to longevity remain modified as set forth in the 2011-2014 extension Appendix A-5 to this Agreement .
- 17.02.01: For teaching assignments in excess of six (6) hours a day, teachers will be compensated at the teacher's hourly rate for each hour so employed, with the exception of any function described and compensated for in the Appendixes as extracurricular activities.
- 17.02.02: Except as expressed in other sections of the Agreement, teachers requested to appear before the opening or following the closing of school, shall be compensated at the rate of ten dollars and fifty cents (\$10.50) per hour. If, however, a teacher who is requested to appear before the opening or following the closing of school, and his/her immediate supervisor mutually agree, released time during the school year may be granted to the affected teacher in lieu of compensation.
- 17.02.03: A teacher's daily wage rate shall be determined by dividing the annual wage by the number of teacher days in the current school year.
- 17.02.04: A full time teacher's hourly rate shall be determined by dividing the daily rate by six (6).
- 17.03: The Salary Schedule is based on the regular school calendar year during the contract period and the normal teaching assignment as defined in this Agreement.
- 17.04: Teachers involved in extra-duty assignments shall be compensated as set forth in Appendix B-1, B-2.
- 17.05: Teachers, required in the course of their work to drive personal vehicles from one school to another, shall receive a vehicle allowance in the amount of the current IRS mileage rate. The same allowance shall be given for use of personal vehicles when in transit for field trips or other District business. The Board shall provide liability insurance protection for teachers when their personal vehicles are used as provided in this section.
- 17.05.01: If a teacher employed by the District completes at least one-half (1/2) of a semester, then one-half (1/2) credit on the salary schedule shall be awarded.
- 17.06: Fringe benefits for teachers working less than a full-time job shall be pro-rated as follows: Teachers working five (5) hours daily, but less than a teacher's normal full work day shall receive 5/6th's of the annual cost for eligible fringe benefits. Teachers working four (4) hours or more daily, but less than five (5) hours shall receive 4/6th's of the annual cost for eligible fringe benefits. Teachers working less than three (3) hours daily shall receive no fringe benefits.

- 17.07: Payment of eighty dollars (\$80.00) for each year of service in the District shall be made following the year in which the teacher reaches the maximum on the salary schedule, and each year thereafter.
- 17.08: The Vocational Education salary schedule in Appendix A-1 applies to any non-degree teacher personnel in the District.
- 17.09: Any non-teacher initiated field trip which occurs on a weekend shall be compensated for no less than twenty-five dollars (\$25.00) per day per teacher.
- 17.10: The school nurse is not required to work beyond the regular school day on records and reports mandated by agencies other than the District.
- 17.11: Teachers who participate in the sixth (6th) grade outdoor education program shall be released from their normal teaching duties for one (1) full day. This day is to be used solely for the planning and development of the outdoor education curriculum. Further, each teacher who participates in the program shall receive one (1) full day of released time from his/her teaching assignment. This released day shall be taken after the teacher's participation in the program and mutually agreed to by the teacher and the building administrator. These days shall not be charged against the teacher's accumulated leave days.
- 17.12: Unless otherwise precluded by PERA Section 15b, retroactive pay will be limited only to salaries as expressed in Appendix "A".

ARTICLE 18 INSURANCE PROTECTION

- 18.01: Bargaining unit employees who have elected to receive health insurance coverage through the District will have the option to choose one of the following MESSA ABC Plans, each of which are summarized in Appendix E-1:
- ABC Plan 1 with ABC Rx
 - ABC Plan 1 with ABC Rx and 20% co-insurance
 - ABC Plan 2 with 3-Tier Rx and 20% co-insurance

Bargaining unit employees who elect not to take PAK A, will have PAK B (with no medical insurance) and cash-in-lieu of insurance as provided in Article 18.12.

The Dental, Optical, Life, and Long Term Disability (LTD) insurance coverages are listed in the Plan Summary in Appendix E-2, and include.

- MESSA Dental PAK A, C, D (50%)
- MESSA Dental PAK A, C, D (80%)
- MESSA Dental PAK B (50%)
- MESSA Dental PAK B (90%)
- MESSA VSP-2
- MESSA VSP-3
- MESSA Group Term Life PAK A, C, D (\$40,000)
- MESSA Group Term Life PAK B (\$60,000)

MESSA Group LTD Plan

If, during the life of this Agreement, MESSA makes available additional options to those currently available that could result in premium savings, the parties will meet to discuss those options.

18.02: LIFE INSURANCE: Upon the teacher's completion of required insurance company forms, the Board shall make available to each instructional staff member, Group Term Life Insurance (death benefit) by carrier of the Board's choice and to include a Double Indemnity Policy Rider. The policy limit, to be paid to the designated beneficiary, shall be \$50,000.

18.03: HEALTH INSURANCE: The Board shall have the right to select either MESSA or Blue Cross/Blue Shield as carrier or administrator, to provide the major health care program.

Each January, the District shall fund each teacher's qualified Section 125 health savings account \$750 per year for single and \$1,500 per year for individual and spouse and full family. The Board shall fund one half (1/2) of the stated amounts on the first business day of January and the second half on the first business day of July each year. Employer contributions shall be pro-rated to covered months.

The Board shall pay the statutory hard-cap amount of the medical benefit plan costs. Any cost over that amount shall be paid by the teacher through pre-tax payroll deduction which shall occur in all pay periods during the period. The District's contribution to the employee's medical benefit plan costs shall not exceed those amounts established by the Publicly-Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.

If the minimum deductible necessary for a medical plan to comply with health savings account eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, then the Association shall direct one of the following take place:

- A. The deductible shall be adjusted to meet the federal minimum requirement, or
- B. The parties shall select a replacement healthcare plan.

The coverages to be offered shall include those listed in Appendix E-1.

Should the Board choose Blue Cross as either carrier or administrator, the Board shall provide to the Association copies of all policies, certificates, contracts, definitions, and all other explanatory material within thirty (30) days of ratification of this Agreement. In the event of a conflict between the specific coverages provided herein and the express intention of the parties, the specific coverages shall control.

18.04: CHILD CARE: Board contributions toward insurance premiums for employees on Child Care Leave will be discontinued by the Board on the first day of the next month following the start of the leave. The individual, if he/she chooses, can pay the premiums and still be covered under the group plan for the duration of the leave.

- 18.05: Teachers on leave of absence, except for illness, sabbatical, and maternity leave, must provide the total insurance and hospital medical premium, if they desire to continue coverage. Teachers on sick leave of absence will receive the Board's contribution for a maximum of one (1) year following the end of the current semester.
- 18.06: LTD: Upon completion of required insurance company forms by the teacher, the Board shall provide to each employee an Income and Insurance Program by a carrier of the Board's choice, to include: not more than one hundred (100) calendar day qualifying period, long term disability payment in the amount of 66-2/3% of the employee's salary to a maximum amount of five thousand five hundred dollars (\$5,500), per month and continue to sixty-five (65) years of age. The cost of MESSA Health Insurance may be waived once the benefit waiting period under LTD is satisfied. The waiver is available for up to two (2) years, if the member remains disabled.
- 18.07: DENTAL: Upon completion of required insurance company forms by the teacher, the Board shall provide a Dental Care Plan by a carrier of the Board's choice. The Board's expenses for the Dental Program shall not exceed the cost of the minimum, single person, monthly rate of hospital-medical coverage as provided in paragraph 18.03. Major dental on class two benefits will be revised to provide seventy percent (70%) insurance coverage, less deductible.

DENTAL EXPENSE INSURANCE

BASIC BENEFITS:

| | |
|----------------------------|---|
| Percentage | 70% |
| Lifetime Deductible Amount | \$50.00 |
| Incentive Plan Increments | 10% each succeeding benefit not to exceed a Basic Benefits Percentage of 100% |

ADDITIONAL BENEFITS (MAJOR SERVICES):

| | |
|---|----------|
| Percentage | 70% |
| Annual Deductible Amount | \$50.00 |
| Maximum Annual Dental Benefit each Covered Individual | \$600.00 |

Orthodontic Expense Insurance

| | |
|--------------------------|------------|
| Percentage | 50% |
| Deductible Amount | \$50.00 |
| Lifetime Maximum Benefit | \$1,500.00 |

18.08: In all Articles or Sections covering insurance protection provided by the Board, the provisions of the group policy and rules and regulations of the carrier selected by the Board will govern as to the commencement and duration of the benefits. The Board shall not be responsible for insurance coverage if the teacher is unable to qualify for normal coverage. The Board will post notice of insurance company application requirements. It is understood, however, by both parties that this insurance coverage shall begin in September of each year and continue for a minimum of a full twelve (12) month period (i.e., August 31) if the teacher is employed by the Anchor Bay School District for a full school year.

18.09: If health insurance coverage provided by the Board carries multiple plans such as single, two-person, or family, employees within the same family shall be prohibited from subscribing to

more than one plan. Further, the Board shall not be required to provide the same family unit with two (2) separate plans from one carrier as long as the maximum allowable coverage can be derived from one plan.

18.10: WAGE AND BENEFIT CONTRACT SAVINGS CLAUSE: If any salary/wage or benefit provision of the Agreement is nullified by action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties shall meet to negotiate those provisions of the Agreement affected by such government action.

18.11: OPTICAL INSURANCE: Upon written application by the teacher, following conclusion of this Agreement, the Board shall provide a paid Optical Insurance Program by a carrier of the Board's choice for the following coverages.

1. COVERAGE: Employee, spouse, and children to age nineteen (19) and dependent college students to age twenty-five (25).
2. EXAM: Once every twenty-four (24) months. Paid by the plan. No Co-Payment 100% paid by plan.
3. LENS: Glass or plastic. Single vision or choice of two (2) bifocal styles: Kryptok or D-Seg 25mm or Trifocals. No Co Payment.
4. FRAME: No Co-Payment for frame up to eighteen dollars (\$18.00). Surcharge for anything over eighteen dollars (\$18.00).
5. CONTACT LENS: Forty dollars (\$40.00) towards total cost of contacts.
6. ADDITIONAL: Or fifty dollars (\$50.00) towards Lenticular Lenses for post-cataract patients.

The Board shall provide teachers with Plan A coverage provided by Cooperative Optical Service, Inc.

18.12: CASH-IN-LIEU OF INSURANCE: The District shall provide a cash option in lieu of health insurance on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. Bargaining unit employees who take PAK B (no medical insurance) shall be paid the following amount, which is determined at the end of the open enrollment period of the number of bargaining unit employees who take PAK B:

| <u>Amount</u> | <u>Bargaining Unit Employees</u> |
|---------------|----------------------------------|
| \$ 63/month | Up to 49 |
| \$166/month | 50 – 59 |
| \$250/month | 60 – 74 |
| \$333/month | 75 or more |

18.13: 125 PLAN / IRS PROVISIONS: The Board shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code upon ratification of this Agreement. The Plan Document shall be approved by the Association. Provisions for 125 Plan pre-pay of medical expenses incurred by the employee or the employee's dependents which are not eligible for payment under insurance and child care expenses will be included.

The amount of the cash payment (\$750.00) received may be applied by the bargaining unit employees to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit employee shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the District.

18.14: The employee shall be responsible to report to the personnel office within thirty (30) days following any change in family status which affects insurance coverage. The personnel office shall be informed of this change in writing.

18.15: If, during the life of this Agreement, MESSA makes available additional options to those currently available that could result in premium savings, the parties will discuss these options.

ARTICLE 19 STUDENT DISCIPLINE AND TEACHER PROTECTION

19.01: Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers as to the maintenance of control and discipline in the classroom.

19.02: The teacher will maintain a high level of discipline in the classroom. It is recognized that discipline problems are less likely to occur in classes that are well prepared, well taught, and where a high level of student interest is maintained. Teachers are likewise expected to exercise reasonable control over students whenever they are confronted with a situation that requires supervision.

19.03: When a student's misconduct is so gross or persistent that it results in the loss of a learning environment, a teacher may excuse that student from class. The teacher will send for the principal or designee who will escort the student to the office. At that time, the teacher shall provide the principal or designee with a completed student disciplinary form. If further information is required, the teacher will furnish the principal or designee with full particulars on a form to be provided by the District no later than the close of the second day in which the incident occurred. On the second day of school, the student shall not be returned to that class that day. A conference between the teacher and principal or designee shall occur no later than two (2) work days following the formal report, at which time the principal or designee will advise the teacher as to what action has been or will be taken.

19.04: The Board shall promulgate rules and regulations setting forth the procedures to be used in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year. The

teaching staff will be encouraged to provide the Superintendent's office with recommendations for developing guidelines for a District-wide disciplinary code. The Superintendent will initiate a procedure to implement this section.

19.05: Any physical assault upon a teacher during the school day shall be promptly reported to the Board or its representative and the student shall be immediately removed from the classroom. In every instance of an alleged physical attack on a teacher by a student, or the alleged physical attack on a student by a teacher, the Board, after careful examination of both sides of the controversy, will make a decision as to whether or not a teacher's position is such that it should be defended by the Board. If the Board feels that the teacher's action does not involve misconduct, the Board will provide adequate and complete legal counsel to defend that teacher against criminal action resulting from such activity. Absences, as a result of such attack, shall be handled as follows: The first seven (7) work days the Board will pay the teacher his normal pay without charge to the teacher's accrued sick leave. Thereafter, the Board shall pay the difference between the employee's salary and Worker's Compensation for a period of not to exceed three (3) months for absences directly related to the injury. This Article will be subject to the District's Liability Insurance Policy.

19.06: Any complaint made against a teacher which an administrator considers to be serious will be promptly brought to the teacher's attention, unless the administrator determines that such notice will interfere in any related investigation.

19.07: If the situation warrants such action, a teacher may protect him/herself, another employee, or a student, from attack, physical abuse, or injury. This provision, however, does not authorize the use of physical force which violates Section 1312 of the Revised School Code, MCL 380.1312.

19.08: The Board will review and consider possible reimbursement to the teacher while on authorized duty for the loss, damage, or destruction of clothing or personal property of the teacher. This paragraph is not subject to the grievance procedure.

ARTICLE 20

JOINT PROFESSIONAL INSTRUCTIONAL AND CURRICULUM COUNCIL

20.01: The Board recognizes the value of consulting with its professional staff in development of curriculum and methods of instruction. Curriculum development, workshops, and curriculum structure shall be developed jointly between the Board and the Association when curriculum needs dictate and resources permit. The final authority to approve and finance any of the programs and committees is vested in the Board.

20.02: There may be District-wide curricular leaders in those areas as determined by the Board; each curricular leader shall be appointed by the Superintendent and will serve in the capacity as curricular leader upon appointment. The stipend for such position shall be 6% of the BA salary. Appointments to any position in this Article must be evidenced by a written appointment and a signed acceptance, before undertaking the appointment.

20.03: The Joint Professional Instructional and Curriculum Council will meet at least once a month for the purpose of investigating and presenting recommendations to the Board regarding curriculum-related matters. Such matters may include but not be limited to, evaluation of

instructional programs, review of new instructional programs, development of in-service programs, development of curriculum objectives, etc. The Council will be composed of the Superintendent or designee, three (3) administrators, and four (4) teachers appointed by the Association President, one from each level (middle school and high school), and two from elementary. The Council shall meet as necessary and have the power to expand its membership if deemed necessary and to appoint subcommittees to investigate various aspects of the curriculum. The final authority to approve and finance any of the programs and committees is vested in the Board.

The Joint Professional Instructional and Curriculum Council composition as described in Article 20.03 will be expanded to allow participation of at least one (1) administrator or Association member from each site/department: High School, Middle School North, Middle School South, Lighthouse, Ashley, Lottie M. Schmidt, Dean A. Naldrett, Great Oaks, Maconce, Sugarbush, MacDonald and Special Ed. This increased participation will maintain an equal balance of administrators, appointed by the Superintendent and Association members, appointed by the Association President. The final number of participants as well as the sites and departments to be represented shall be mutually agreed upon by the Superintendent and the Association President. It is believed that this composition will improve the communication of curriculum matters at all levels within the District.

- 20.04: Written recommendations of the Joint Professional Instructional and Curriculum Council shall be forwarded to the Superintendent. If the recommendations cover a subject matter that is to be acted upon by the Board, the Superintendent shall include in the background material presented to the Board, any written recommendation on that subject received from the Joint Professional Instructional and Curriculum Council. Copies of agendas and minutes of monthly meetings will be posted in all buildings.
- 20.05: A committee of the Joint Professional Instructional and Curriculum Council shall determine guidelines and make recommendations for attaining minimal District standards for instructional equipment. The Committee shall make an annual review of such standards.
- 20.06: Curricular leaders shall perform the following duties:
- A. Coordinate and review with administrators, curricular changes, application, innovations, and implementations.
 - B. Coordinate selection of recommended texts in their areas.
 - C. Consult with teachers on a scheduled basis in all buildings for the purpose of improving instruction.
 - D. Develop and coordinate with other curricular leaders, in-service workshops.
 - E. Chair curricular meetings in their area of competency at various grade levels.
 - F. Assist in coordination of the program in their areas between buildings.

20.07: Stipends will be paid for special curricular activities which primarily take place outside the normal school day, such as Science Olympiad, Future Problem Solvers, and Invention Convention if indicated in advance of the activity in writing. The rate for such activity shall be three hundred fifty dollars (\$350), which may be pro-rated among bargaining unit employees.

20.08: CURRICULUM WORKSHOPS:

20.08.01: Stipends will be paid for District in-services, curriculum projects or workshops outside the normal school day or on non-calendar days when indicated in the offering in writing. When stipends are to be paid for attendance at such meetings, the stipend shall be \$90.00 for a full day and \$50.00 for a half day. For additional hours of professional development or contact time required beyond the current State requirements, the calendar shall be modified to eliminate the four (4) SIP reduced days, move these outside the normal school day\calendar day, and reimburse teachers according to Section 20.08.01.

**ARTICLE 21
GRIEVANCE PROCEDURE**

21.01: A claim by any employee, or group of employees, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance under this Agreement, except as provided in Article 13.02.

21.02: The time limits specified for movement of a grievance through the process shall be strictly followed and may be relaxed or extended only by mutual consent of the parties in writing. If the Association fails to appeal a grievance or appeal a Board answer within the particular specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the Board's last answer, if any. If the Board fails to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal, commencing with the expiration date of the Board's grace period for answering.

21.03: All specified time limits shall consist only of work days. Employees may be given a paid leave for purposes of appearing as necessary witnesses in arbitration cases involving the Board, if they shall designate in writing at least three (3) work days before the hearing, and that all persons are needed. If designated witnesses are in fact not necessary to the arbitration hearing, then their leave shall be without pay.

21.04: Each grievance shall have to be initiated within ten (10) work days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within ten (10) work days of the first such knowledge by either the aggrieved or the Association. However, the right to initiate a grievance on the basis of unawareness of cause for complaint and relief sought, shall be limited to within fifteen (15) work days from the date of the alleged occurrence. Appropriately published Board notices relating to rules and regulations, which do not conflict with this Agreement shall be binding on the Association and all bargaining unit employees. Settlement of delay grievances, as provided, shall not be retroactive to any date before the date of filing.

- 21.05: STEP ONE: Any employee, having an alleged but timely grievance, may process the complaint in the following manner. The aggrieved employee or employees shall take the matter up with their appropriate administrator on an informal basis within ten (10) work days following the act or condition which is the basis of this grievance.
- 21.06: STEP TWO: If the matter is not resolved informally, a written grievance may be filed with the principal of the school in which the grievance arises within ten (10) work days following the informal meeting. The written grievance shall set forth a specific article or paragraph of the article allegedly violated, misinterpreted, or misapplied, along with a statement of the relief sought.
- 21.07: STEP THREE: Within ten (10) work days after receiving the decision of the principal, the aggrieved party may appeal to the Assistant Superintendent or designee. The appeal shall be in writing and shall be accompanied by a copy of the original grievance, and the decision of Step Two, if one was given.
- 21.07.01: Within ten (10) work days after receipt of the appeal, the Assistant Superintendent shall submit the decision in writing, together with the supporting reasons, to the aggrieved party and to the Association.
- 21.08: STEP FOUR: If the Association is dissatisfied with the decision of the Assistant Superintendent, the Association may, within ten (10) work days, request a meeting with the Superintendent or designee to consider fairly and in good faith, any other method of settlement which might be mutually agreed upon, including mediation or binding arbitration. Such meeting will be set within ten (10) days of the request for same. Within ten (10) days of the meeting, the Superintendent will submit a written response as a result of the meeting discussion.
- 21.09: STEP FIVE: If the Association is dissatisfied with the disposition of the grievance at Step Four, the Association may file for a final and binding arbitration within twenty (20) work days. The demand for arbitration shall be filed with the American Arbitration Association in accordance with its current applicable rules and regulations, sending a copy of such demand to the opposite party. The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation, or misapplication of specific and expressed provisions of this Agreement. If the grievance sought to be arbitrated is not specifically covered by this Agreement, then the arbitrator shall have no authority to rule on the merits of that grievance. The arbitration shall be conducted by the American Arbitration Association in accordance with its rules. The expenses of the arbitrator shall be paid one-half (½) by the Association and one-half (½) by the employer, and all other expenses shall be borne by the party incurring them. So long as the arbitrator does not exceed his/her authority as provided in this Agreement, the decision shall be final and binding on the Association, all employees of the bargaining unit, and the District.
- 21.10: Neither party shall be permitted to assert in such arbitration proceedings any grounds or to reply on any evidence, not disclosed to the other side by at least the third (3rd) step. If, in the judgment of the Association, a grievance affects a group or class of teachers, and teachers from two (2) or more buildings petition the Association, the Association President or designee may take the

matter up with the Assistant Superintendent or designee on the informal basis. If there is no resolution, the grievance shall be commenced at Step Three of the formal grievance procedure.

- 21.11: No grievance shall be filed in any matter which existed before the signing of this Agreement.
- 21.12: The Board and Association reaffirm the concept that the grievance procedure is available to any employee or group of employees, or the Association for any grievable dispute arising under the Agreement. If an employee, group of employees, or the Association seeks to pursue any remedy outside this Agreement, including, but not limited to, court litigation, a proceeding in any state or federal agency, or any other forum, the Board, at its option may immediately refuse to engage in any proceeding, arbitration, decision or settlement under this Article.
- 21.13: Only the Association and not an individual bargaining unit employee has the right to proceed to arbitration.
- 21.14: Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

ARTICLE 22 MISCELLANEOUS PROVISIONS

- 22.01: The Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties, in written and signed amendment to this Agreement.
- 22.02: The individual Teacher Contract shall be subject to this Agreement.
- 22.03: The Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms.
- 22.03.01: Within ten (10) weeks following the start of the school year, a current updated school policy book shall be given to the Association and one (1) placed in each faculty room in the District.
- 22.03.02: Within ten (10) work days of policy changes, copies will be given to the Association and others placed in each faculty room.
- 22.04: If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 22.05: Athletic facilities of the District shall be available to bargaining unit employees on Monday through Friday when such facilities are not in use. Any bargaining unit employee may use the facilities of the school in the same manner as any member of the community provided that the staff use shall not inconvenience, interfere with, or otherwise disrupt normal school operation.

Such use is to be requested through normal channels at least forty-eight (48) hours in advance and approved in advance. Such use shall not incur additional cost to the District, and each employee using such facilities shall recognize that the District has no liability whatever for injuries which may result in any way from such use. The individual shall agree to accept responsibility for any damage to facilities, which may result from such use and hold the District harmless from any liability, which might result from such use.

22.06: On any day when school sessions are scheduled but the schedule is canceled by the Superintendent due to weather or other conditions beyond control, the official closing shall be announced as soon as possible, then the following provisions for teachers' pay will prevail:

22.06.01: Whenever school is closed as a result of inclement weather or other serious conditions which could have an apparent effect on the safety and welfare of students and teachers, then both students and teachers will not be required to report. If, however, teachers have reported and there is a determination by Central Office to close a school(s) because the safety and welfare of students and teachers is affected, then teachers shall be released within an hour after the students are released if the condition(s) affecting the health and welfare of teachers is still present.

22.06.02: The District shall be entitled to reschedule any days lost for reasons which do not allow such days to be counted as days of student instruction. Rescheduling of such days shall be considered part of the regular calendar previously agreed.

22.06.03: If a student instructional day has been canceled due to conditions not within the control of the Board, instructional days shall be rescheduled to comply with the State School Aid Act. The make-up of instructional days shall be undertaken only as necessary for the District to qualify for full state aid. To make up canceled days, the following days of the school calendar will be instructional days without any additional compensation to bargaining unit employees:

1. If additional days of instruction must be scheduled to insure compliance with the State School Aid Act then such days will be scheduled at the end of the school year and the last day of the school calendar shall be adjusted accordingly.
2. Total annual salary is based on the number of teacher work days specified by the calendar during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board. Teachers will be paid an additional per diem rate only for any days which they are required to work as part of the regular school year beyond 185. (See 2011-2014 extension for special provisions related to "cancellation days" as described for the school years referenced therein. Appendix A-5)
3. If the State School Aid Act is modified or repealed so as not to require rescheduling of student days, this Article shall be null and void.

22.07: Teachers shall advise the administration of their inability to work no later than one (1) hour before the first class period assigned or by 7:00 a.m., whichever is earlier. Teachers shall be

informed of the telephone number or electronic communication address that can be used for this purpose. Once the teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. When an absence occurs during the school day, it is extremely difficult to secure substitutes on such short notice. However, every effort will be made to secure a substitute. Unavailability of a substitute will require the principal to take necessary action to secure the students.

- 22.08: The Association shall designate a teacher in each school building as Association representative. The principal and the Association representative shall meet at least once each month for the purpose of discussing problems unique to the building. These meetings are not intended to replace the grievance procedure.
- 22.09: If the District, either alone or as part of a consortium of other school districts, makes an agreement to operate or cooperate in the operation of a Public School Academy as defined in MCL 380.503 (4), before that Public School Academy operates or before implementation of such an agreement, the District will enter into negotiations with the Association about the impact of that agreement on bargaining unit employees.
- 22.10: If the State requirements for minimum days and hours of student instruction change during the life of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction
- 22.11: An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 23 JOB SHARING

- 23.01: Shared assignment - teachers may select job sharing, by application to the personnel office, and the approval of the administration, pair a teaching assignment. Such a partnership will require special scheduling, administrative support, and effective communication to make this concept educationally sound.
- 23.02: The job-sharing teachers will receive a full year's credit on the seniority list and salary schedule. Salary and benefits shall be pro-rated.
- 23.03: The position must be applied for by March 15 each year for the following school year. Denial of such requests will not be subject to the grievance procedure.

ARTICLE 24 SCHOOL IMPROVEMENT

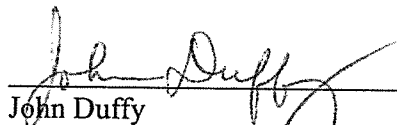
- 24.01: The following principles apply to all school improvement plans and teams/committees:
- A. Participation on the school improvement committee is voluntary.

**ARTICLE 25
DURATION OF AGREEMENT**

25.01: This Agreement shall be and continue in full force until June 30, 2019, and shall not continue thereafter unless the parties agree to such extension in writing. Ratified on September 19, 2018 by the Anchor Bay Board of Education, having been ratified previously by the Anchor Bay Education Association membership.

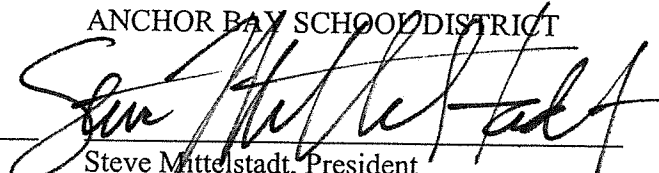
25.02: In witness whereof the parties have executed this Agreement by their fully-authorized representatives on the 19 day of Sept., 2018.

MEA/NEA, LOCAL 1




John Duffy
President, MEA/NEA Local 1

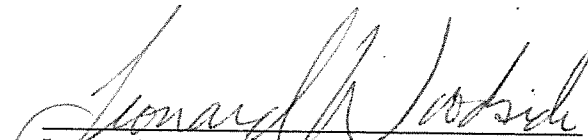
BOARD OF EDUCATION
ANCHOR BAY SCHOOL DISTRICT



Steve Mittelstadt, President



Jamie Pietron
President, ABEA



Leonard Woodside
Superintendent

**APPENDIX A
SALARY SCHEDULE**

If the District projects a fund balance deficit in any school year the parties will meet and discuss reductions in cost necessary to return the budget to a positive fund equity.

Salary Schedule: September 1, 2018 through June 28, 2019

| Lane | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12A | 12 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| BA | 38,559 | 40,079 | 42,759 | 45,106 | 47,491 | 49,981 | 52,642 | 55,476 | 58,501 | 61,793 | 65,182 | 68,571 | 69,250 |
| MA | 42,351 | 43,977 | 46,833 | 49,448 | 52,298 | 55,378 | 58,608 | 61,994 | 65,626 | 69,684 | 74,145 | 78,605 | 79,384 |
| MA+15 | 43,094 | 44,748 | 47,654 | 50,315 | 53,216 | 56,349 | 59,635 | 63,080 | 66,776 | 70,906 | 75,445 | 79,984 | 80,776 |
| MA+30 | 44,951 | 46,676 | 49,707 | 52,483 | 55,508 | 58,777 | 62,205 | 65,799 | 69,654 | 73,961 | 78,696 | 83,430 | 84,256 |
| ND | 30,845 | 32,061 | 34,205 | 36,083 | 37,992 | 39,986 | 42,116 | 44,383 | 46,799 | 49,431 | 52,144 | 54,857 | 55,400 |

Subject to PERA Section 15b,

- A. All bargaining unit employees move one (1) full step on September 1, 2018.
- B. Bargaining unit employees currently on Step 11 move to Step 12A on September 1, 2018.
- C. Eligible bargaining unit employees received full longevity under Article 17.07.

On June 29, 2019, bargaining unit employees on Step 12A move to Step 12, and Step 12A is eliminated.

Salary Schedule: Effective June 29, 2019

| Lane | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| BA | 38,559 | 40,079 | 42,759 | 45,106 | 47,491 | 49,981 | 52,642 | 55,476 | 58,501 | 61,793 | 65,182 | 69,250 |
| MA | 42,351 | 43,977 | 46,833 | 49,448 | 52,298 | 55,378 | 58,608 | 61,994 | 65,626 | 69,684 | 74,145 | 79,384 |
| MA+15 | 43,094 | 44,748 | 47,654 | 50,315 | 53,216 | 56,349 | 59,635 | 63,080 | 66,776 | 70,906 | 75,445 | 80,776 |
| MA+30 | 44,951 | 46,676 | 49,707 | 52,483 | 55,508 | 58,777 | 62,205 | 65,799 | 69,654 | 73,961 | 78,696 | 84,256 |
| ND | 30,845 | 32,061 | 34,205 | 36,083 | 37,992 | 39,986 | 42,116 | 44,383 | 46,799 | 49,431 | 52,144 | 55,400 |

It is the parties' continued intent to comply with the statutorily mandated time (presently 1098 hours and 180 days of student instruction) and to use the flexibility that is allowed to the extent it is mutually agreeable.

**APPENDIX B-1
EXTRA-CURRICULAR COMPENSATORY ACTIVITIES – ATHLETIC**

Effective September 1, 2018, the 2% rollback from 2011 is restored, without retroactive application. Steps remain frozen.

| Head Coach | Percentage |
|---|-------------------|
| Football | 12.5 |
| Basketball* | 12.5 |
| Wrestling | 10.5 |
| Wrestling (Middle School) | 4.5 |
| Track* | 9.5 |
| Baseball | 10.5 |
| Tennis | 8.5 |
| Tennis (Middle School) | 3.5 |
| Golf | 7.0 |
| Cross Country | 7.5 |
| Cross Country (Middle School) | 3.5 |
| Volleyball | 10.5 |
| Softball | 10.5 |
| Soccer* | 10.5 |
| Swim Coach | 9.5 |
| | |
| Assistant Coach | |
| Football (Varsity) | 9.5 |
| Football (Jr. Varsity Head) | 9.5 |
| Football (Jr. Varsity Ass't.) | 9.0 |
| Football (9th Grade) | 8.5 |
| Football (9th Grade Ass't) | 8.0 |
| Football (8th Grade) | 7.0 |
| Football (8th Grade Ass't) | 6.5 |
| Flag Football (Middle School Coordinator) | 3.0 |
| Basketball (Jr. Varsity)* | 9.5 |
| Basketball (9th Grade)* | 8.5 |
| Basketball (8th Grade)* | 7.0 |
| Basketball (7th Grade)* | 7.0 |
| Baseball (Jr. Varsity) | 8.0 |
| Baseball (9th Grade) | 7.0 |
| | |
| Tennis (Middle School) | 3.5 |
| | |
| Wrestling (Jr. Varsity) | 9.0 |
| Wrestling (9th Grade) | 7.0 |
| Wrestling (Middle School) | 4.5 |
| | |
| Track (Jr. Varsity Head)* | 7.0 |
| Track (7th & 8th Grades) | 7.0 |

| | |
|------------------------------|-----|
| Track (Ass't. Middle School) | 3.5 |
| Cheerleaders (Varsity) | 7.5 |
| Cheerleaders (Jr. Varsity) | 7.0 |
| Cheerleaders (9th Grade) | 5.5 |
| Cheerleaders (8th Grade) | 5.5 |
| Cheerleaders (7th Grade) | 5.5 |
| Intramurals (Middle School)* | 6.5 |
| Intramurals (Elementary)* | 3.5 |
| Volleyball (Jr. Varsity) | 9.0 |
| Volleyball (7th Grade) | 7.0 |
| Volleyball (8th Grade) | 7.0 |
| Volleyball (9th Grade) | 7.0 |
| Softball (Jr. Varsity) | 8.0 |
| Softball (9th Grade) | 7.0 |
| Soccer J.V. | 8.0 |
| Pom Pon (High School) | 7.0 |
| Pom Pon (Assistant H.S.) | 3.5 |
| Pom Pon (Middle School) | 3.5 |

*Refers to boys' and girls' programs.

APPENDIX – B-2
EXTRA-CURRICULAR COMPENSATORY ACTIVITIES – NON-ATHLETIC

Effective September 1, 2018, the 2% rollback from 2011 is restored, without retroactive application. Steps remain frozen.

| Activity | Percentage |
|--|--------------------|
| HS Summer Marching Band Camp | 3.5 |
| HS Marching Band | 6.0 |
| HS Spring Musical Pit Orchestra Director | 3.0 |
| HS Individual Ensembles (Jazz, Concert, etc.) | 1.0 (per ensemble) |
| HS Festivals & Competitions (all ensembles) | 1.0 |
| MS Individual Ensembles (Concert, Sym., etc.) | 1.0 |
| MS Festivals & Competitions (all ensembles) | 1.0 (per ensemble) |
| HS Spring Vocal Music Director | 4.0 |
| HS Individual Vocal Ensembles (Jazz, Concert, etc.) | 1.0 |
| HS Vocal Festivals & Competitions (all ensembles) | 1.0 |
| MS Vocal Individual Ensembles (Concert, Sym., etc.) | 1.0 (per ensemble) |
| MS Vocal Festivals & Competitions (all ensembles) | 1.0 (per ensemble) |
| Bells (Elementary) | 3.5 |
| BPA | 1.5 |
| Debate | 5.5 |
| Dramatic Competitions | 4.0 |
| One Act Theatre Festival Competition | 4.0 |
| National Honor Society | 1.5 |
| Newspaper (High School) | 3.5 |
| Play (Musical) | 5.0 |
| Play (Drama) | 4.0 |
| HS Student Council (If not in activities assignment) | 5.5 |
| Student Council (Middle School) | 2.0 |
| Yearbook (High School) | 9.0 |
| Yearbook (Middle School) | 3.5 |
| Athletic Worker / HS | \$18.00 |
| Athletic Worker / MS | \$15.00 |
| Science Olympiad | \$350.00 |
| Future Problem Solving | \$350.00 |
| McDonald Speech | \$350.00 |
| Homecoming Advisor | \$250.00 |
| Curricular Leaders | 6.0 |
| D.E.C.A. | 1.5 |
| V.I.C.A. | 1.5 |
| SADD | 4.0 |

*Paid only if not included in teacher's regular work day.
 No payment unless teacher has written authorization.

**APPENDIX B-3
DANCE CHAPERONS AND ATHLETIC WORKERS**

Teachers who accept assignments to several compensatory activities during the school year will be contracted annually at the rate of eighteen dollars (\$18.00) per activity. Such assignments will be part of the teacher's individual contract. Teachers who accept assignments to compensatory activities on an individual event basis will receive fifteen dollars (\$15.00).

Job No. 1 Official Timer: Eighteen dollars (\$18.00) per event at high school and fifteen dollars (\$15.00) per event at middle school.

Job No. 2 Official Scorer: Home varsity football, wrestling, and basketball games at eighteen dollars (\$18.00) per event.

Job No. 3 Ticket Seller: Home games at eighteen dollars (\$18.00) per event.

- B.1.) The percentages on the previous page will be computed on the Salary Schedule at the step determined by the years of experience in that activity. Credit may be given for not more than five (5) years of outside experience in that activity.
- B.2.) Special increments shall be provided for those extra duty assignments as indicated on the attached schedule. All teachers receiving additional payments for extracurricular compensatory activities shall carry a full teaching load. The assumption of these additional paid duties shall not relieve a teacher from sharing in the normal responsibilities during the school day and other regular normal assignments not listed in the Appendix.
- B.3.) The above activities are designed and paid for on the basis that such activity is not included in the teacher's regular work day.
- B.4.) No payment for extracurricular activities will be made unless the teacher has received written acknowledgment by the Board to perform that activity.
- B.5.) If assignments are created which include any of these activities as part of the teacher's regular day, no compensation will be made.

**APPENDIX B-4
EXTRA-CURRICULAR ASSIGNMENT FORM**

Following posting of extracurricular positions, the candidate chosen will complete the following form to indicate acceptance of the position.

Name

agrees to perform the following extracurricular assignment: _____

for the _____ school year, fulfilling the duties and responsibilities outlined in the job description.

A salary of _____, as described on Schedule B-2 of the current Agreement between MEA-NEA Local 1 and Anchor Bay.

Coach/Sponsor

Date

Director

Date

It is understood that by signing this extracurricular form, the Coach/Sponsor indicated a commitment to continue in this position for the next season/school year, unless an emergency occurs.

**APPENDIX B-5
EXTRACURRICULAR COACHING ASSIGNMENT FORM**

Following posting of extracurricular positions, the candidate chosen will complete the following form to indicate acceptance of the position.

Name

Current Coaching Position and Step

Newly Hired Coaching Position and Step

Determined in accordance with the Anchor Bay and ABEA Association agreement of the following provisions:

Coaches moving from Middle School to High School Coaching Positions: A coach that accepts a position as a HS Assistant Coach, 9th Grade Coach, or as a JV Coach position, in the same sport, will be put on the pay step that would not reflect a decrease in pay from the Middle School sport.

Coaches moving to Varsity Positions: A coach that accepts a varsity position, in the same sport, will be put on the Varsity position pay step that would not reflect a decrease in pay from the previous position.

Agrees to perform the following extracurricular assignment: _____
for the _____ school year, fulfilling the duties and responsibilities outlined in the job description.

A salary of _____, as described on Schedule B-1 and B-1a of the current Agreement between MEA-NEA Local 1 and Anchor Bay.

Coach/Sponsor

Date

Director

Date

It is understood that by signing this extracurricular form, the Coach/Sponsor indicated a commitment to continue in this position for the next season/school year, unless an emergency occurs.

**Appendix C – Letters of Understanding
Table of Contents**

| Appendix | Subject |
|-----------------|--|
| C-1a – C-1c | Compensatory Time (April 27, 1999) |
| C-2 | Master’s Plus (August 16, 2001) |
| C-3 | Grades 9-12 Class Size (August 17, 2000) |
| C-4a – C-4b | Non-Athletic Extra Curricular (June 12, 2001) |
| C-6a – C-6b | Personal Day to Vacation Day Conversion (December 8, 2004) |
| C-8 | Special Education Overload (December 8, 2004) |
| C-10 | Long-Term Disability Leave (May 4, 1998) |
| C-11 | Appendices B-1/B-2 Activities (September 30, 1999) |
| C-19 | ROTC (August 22, 2007) |

APPENDIX D SCHOOL CALENDAR UNDERSTANDINGS

The calendars and work day established for the life of this Agreement are intended to meet the minimum hours of student instruction as set forth in Section 1284 of the Revised School Code.

For the duration of this Agreement, any hours exceeding the State-mandated student contact time will be used on the 6-12 level to adjust for additional reduced day(s) and/or delayed starts for professional development, the OA process, or MEAP testing. The Association and the Board will negotiate such adjustment(s).

Fall parent conference will be scheduled by building consensus before the last week of the previous school year. Dates for Fall conferences must be approved by Central Administration and coordinated to avoid conflicts between buildings.

Fall parent conferences will follow the format of evening-afternoon-evening. The evening conferences are considered one (1) paid Teacher Day. The total amount of time spent for evening conferences two (2) evenings (Fall Conferences) and one (1) evening (Spring Conferences) on the 6-12 level – shall not exceed six (6) hours. On the K-5 level, the Fall evening conferences shall not exceed five (5) hours and thirty (30) minutes with the Spring conferences to be determined by the individual teacher on an as-needed basis.

Before the Monday of the last full week of school, a committee of teacher from each K-5 building and the 6-12 level will meet to schedule the Professional Development Day(s) for the next school year. Buildings within a level (K-5 and 6-12) must have their Professional Development days scheduled on the same day.

APPENDIX D-1 Anchor Bay School District Elementary School Calendar – 2018-2019

2018/19 Elementary School Calendar

7/17/2018

| August 2018 | | | | | | |
|-------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| September 2018 | | | | | | |
|----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| October 2018 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| November 2018 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| December 2018 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| January 2019 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| February 2019 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

| March 2019 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| April 2019 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| May 2019 | | | | | | |
|----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| June 2019 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| July 2019 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

- Student Days: Student First Day - Sept 5, Student Last Day - June 14
- Full Day Professional Development
- One (1) 1/2 Teacher Work Day, 1/2 Professional Development Day - September 4
- Two (2) Student Half Day, Teacher Early Release Day
- Three (3) Student Half Day/Teacher Professional Development Half Days, Sept 5, Oct 31, May 7
- Four (4) Student Half Day/Teacher Full Day: Records Day Nov 9, Parent/Teacher Conferences Nov 16, June 13, June 14
- Holidays - Thanksgiving Nov 22-23, Christmas Dec 24-Jan 4, MLK Day-Jan 21, President's Day Feb. 16, Spring Break Apr 1-Apr 5, Good Friday Apr 19, Memorial Day May 27

TOTAL STUDENT DAYS: 180 TOTAL STUDENT HALF DAYS: 9

APPENDIX D-2 Anchor Bay School District Secondary School Calendar – 2018-2019

2018/19 Secondary School Calendar

7/18/2018

| August 2018 | | | | | | |
|-------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| September 2018 | | | | | | |
|----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| October 2018 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| November 2018 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| December 2018 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| January 2019 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| February 2019 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

| March 2019 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| April 2019 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| May 2019 | | | | | | |
|----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| June 2019 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| July 2019 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

Student Days: Student First Day - Sept. 5, Student Last Day - June 14
 Full Day Professional Development
 One (1) 1/2 Teacher Work Day, 1/2 Professional Development Day - September 4
 Two (2) Student Half Day, Teacher Early Release Day
 Three (3) Student Half Day/Teacher Professional Development Half Days - Sept. 5, Oct. 31, May 7
 Seven (7) Student Half Day/Teacher Full Day Parent/Teacher Conf. Oct. 11 HS or Oct. 16 MS, Exam Days - January 23-25, June 12-14
 Holidays - Thanksgiving Nov. 22-23, Christmas Dec. 24-Jan. 4, MLK Day Jan. 21, President's Day Feb. 18, Spring Break Apr. 1-Apr. 5, Good Friday Apr. 19, Memorial Day May 27

TOTAL STUDENT DAYS: 181 TOTAL STUDENT HALF DAYS: 12

**APPENDIX E-1
HEALTH INSURANCE PLAN SUMMARY**

**MESSA ABC Plan 1
Medical plan highlights**



1475 Kendale Blvd. PO Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

MESSA Account: Anchor Bay Schools

Effective Date: 1/1/2019

Employee Group: Teachers

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For complete coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

| Plan features | In-network |
|--|---|
| <p>Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31.</p> | <p align="center">Single coverage: \$1,350 2-Person & Family coverage: \$2,700</p> <p align="center"><i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i></p> <p align="center"><i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i></p> |
| <p>Medical coinsurance A fixed percentage you pay for a medical service.</p> | 0% |
| <p>Prescription drug coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. See <i>Free preventive prescriptions below</i>.</p> | ABC Rx |
| <p>Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum.</p> | <p align="center">Single coverage: \$2,350 2-Person & Family coverage: \$4,700</p> |
| In-network services covered at no cost to you | |
| <p>Free preventive prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.</p> | |
| <p>Preventive care and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits.</p> | |

| In-network services subject to deductible and applicable coinsurance | |
|---|---|
| Blue Cross online visit | Urgent care |
| Office visit | Hospital emergency room (ER) |
| Chiropractic services including modalities Up to 38 visits per calendar year. | Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year. |
| Inpatient hospital | Autism - applied behavior analysis (ABA) services |
| Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year. | Hearing aids There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period. |
| Hearing care Hearing related services performed by an M.D. or D.O. | Acupuncture Must be performed by an M.D. or D.O. |
| Diagnostic lab and X-ray | Radiation and chemotherapy |
| Allergy testing and therapy | Bariatric surgery |
| Mental health and substance abuse - inpatient and outpatient care | Ambulance |
| Medical supplies | Durable medical equipment (DME) |
| Prosthetics and orthotics | Home health care |
| Skilled nursing facility Up to a maximum of 120 days per calendar year. | Human organ transplant Must be performed at an approved facility. |
| Home delivery of prescription medications | |
| MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346 | |
| Medical care outside the U.S. | |
| MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure. | |
| Covered services and approved amounts | |
| In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements. | |
| Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial. | |
| <i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i> | |
| Life and accidental death & dismemberment insurance | |
| Life insurance: \$5,000 policy for you. | |
| Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you. | |
| AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i> | |

MESSA ABC Plan 1 Medical plan highlights



1475 Kendale Blvd. PO Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

MESSA Account: Anchor Bay Schools

Effective Date: 1/1/2019

Employee Group: Teachers

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For complete coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

| Plan features | In-network |
|---|--|
| Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31. | Single coverage: \$1,350 2-Person & Family coverage: \$2,700 <i>*Your deductible is subject to change each Jan. 1 according to IRS rules governing HSA-qualified plans.</i> <i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i> |
| Medical coinsurance A fixed percentage you pay for a medical service. | 20% |
| Prescription drug coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. <i>See Free preventive prescriptions below.</i> | ABC Rx |
| Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum. | Single coverage: \$3,350 2-Person & Family coverage: \$6,700 |
| In-network services covered at no cost to you | |
| Free preventive prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more. | |
| Preventive care and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits. | |

| In-network services subject to deductible and applicable coinsurance | |
|---|---|
| Blue Cross online visit | Urgent care |
| Office visit | Hospital emergency room (ER) |
| Chiropractic services including modalities Up to 38 visits per calendar year. | Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year. |
| Inpatient hospital | Autism - applied behavior analysis (ABA) services |
| Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year. | Hearing aids There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period. |
| Hearing care Hearing related services performed by an M.D. or D.O. | Acupuncture Must be performed by an M.D. or D.O. |
| Diagnostic lab and X-ray | Radiation and chemotherapy |
| Allergy testing and therapy | Bariatric surgery |
| Mental health and substance abuse - inpatient and outpatient care | Ambulance |
| Medical supplies | Durable medical equipment (DME) |
| Prosthetics and orthotics | Home health care |
| Skilled nursing facility Up to a maximum of 120 days per calendar year. | Human organ transplant Must be performed at an approved facility. |
| Home delivery of prescription medications | |
| MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346 | |
| Medical care outside the U.S. | |
| MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure. | |
| Covered services and approved amounts | |
| In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements. | |
| Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial. | |
| <i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i> | |
| Life and accidental death & dismemberment insurance | |
| Life insurance: \$5,000 policy for you. | |
| Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you. | |
| AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i> | |

MESSA ABC Plan 2 Medical plan highlights



1475 Kendale Blvd. PO Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

MESSA Account: Anchor Bay Schools

Effective Date: 1/1/2019

Employee Group: Teachers

In-network health care benefits for you and your covered dependents

All services must be medically necessary and performed by a payable provider.

This is a brief summary of in-network benefits. If you obtain medical services from an out-of-network provider without a referral from an in-network provider, you may have to pay 100 percent of the cost or the applicable out-of-network cost share amounts. For complete coverage details, go to messa.org to log in to your member account or call the MESSA Member Service Center at 800.336.0013 or TTY 888.445.5614.

| Plan features | In-network |
|---|--|
| Annual deductible The amount you pay for health care services and prescription drug purchases before your health insurance begins to pay. The annual deductible is based on the calendar year, Jan. 1 to Dec. 31. | Single coverage: \$2,000 2-Person & Family coverage: \$4,000 <i>*When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual.</i> |
| Medical coinsurance A fixed percentage you pay for a medical service. | 20% |
| Prescription drug coverage Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, applicable prescription copayments and/or coinsurance apply. <i>See Free preventive prescriptions below.</i> | 3-Tier Rx |
| Annual out-of-pocket maximums The most you have to pay for covered medical services and prescriptions in a calendar year, including deductible, copayments and coinsurance. Charges above approved amount and charges for services not covered under the plan do not count toward the out-of-pocket maximum. | Single coverage: \$5,000 2-Person & Family coverage: \$6,750 |
| In-network services covered at no cost to you | |
| Free preventive prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible, copayment or coinsurance, including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more. | |
| Preventive care and prenatal care Certain services such as annual exams, screenings, childhood and adult immunizations, certain preventive medications and prenatal doctor visits. | |

| In-network services subject to deductible and applicable coinsurance | |
|---|---|
| Blue Cross online visit | Urgent care |
| Office visit | Hospital emergency room (ER) |
| Chiropractic services including modalities Up to 38 visits per calendar year. | Osteopathic manipulations Performed by an Osteopathic physician. Up to 38 visits per calendar year. |
| Inpatient hospital | Autism - applied behavior analysis (ABA) services |
| Outpatient physical, occupational and speech therapy Up to a combined benefit maximum of 60 visits per individual per calendar year. | Hearing aids There is a maximum benefit, adjusted annually based on the Consumer Price Index (CPI), for a hearing aid for each ear during a 36-month period. |
| Hearing care Hearing related services performed by an M.D. or D.O. | Acupuncture Must be performed by an M.D. or D.O. |
| Diagnostic lab and X-ray | Radiation and chemotherapy |
| Allergy testing and therapy | Bariatric surgery |
| Mental health and substance abuse - inpatient and outpatient care | Ambulance |
| Medical supplies | Durable medical equipment (DME) |
| Prosthetics and orthotics | Home health care |
| Skilled nursing facility Up to a maximum of 120 days per calendar year. | Human organ transplant Must be performed at an approved facility. |
| Home delivery of prescription medications | |
| MESSA members can save time and money by ordering prescription medications through the Express Scripts mail order pharmacy. If your coverage includes a mandatory mail prescription rider, you must obtain most long-term maintenance medications from Express Scripts. For more information, go to messa.org to log in to your member account and link to the Express Scripts website. For general questions about your prescription coverage, call MESSA at 800.336.0013 or TTY 888.445.5614. For questions about a prescription order, call Express Scripts at 800.903.8346 | |
| Medical care outside the U.S. | |
| MESSA members have access to doctors and hospitals with the BCBS Global Core program. You may want to visit the BCBS Global Core program's website (www.bcbsglobalcore.com) to find in-network providers prior to your departure. | |
| Covered services and approved amounts | |
| In-network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible, copayment and coinsurance requirements. | |
| Out-of-network providers may or may not bill BCBSM directly. The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. These amounts may be substantial. | |
| <i>Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.</i> | |
| Life and accidental death & dismemberment insurance | |
| Life insurance: \$5,000 policy for you. | |
| Accidental death & dismemberment insurance (AD&D): \$5,000 policy for you. | |
| AD&D terminates at age 65 or when employment ends, whichever comes later. <i>Life and AD&D insurance underwritten by Life Insurance Company of North America.</i> | |

APPENDIX E-2 DENTAL, OPTICAL, LIFE, LTD INSURANCE PLAN SUMMARIES



MESSA Dental Plan Benefit Highlights

Effective Date: 01/01/2019
 MESSA Account: Anchor Bay Schools
 Employee Group: 004B Teachers
 Group/Subgroup: 6416-0001 PAK A, C, D

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

| Diagnostic & Preventive Services 80% | Basic Services 80% | Major Services 80% | Orthodontics 80% |
|---|---|--|---|
| <ul style="list-style-type: none"> • Oral Examination • Prophylaxes • Topical Fluoride* • Brush Biopsy • Emergency Palliative • 2 Cleanings in 12 Months <p>Rider (If neither box below is checked, you do not have this coverage.)</p> <p><input type="checkbox"/> 3 Cleanings in 12 Months</p> <p><input type="checkbox"/> 4 Cleanings in 12 Months</p> <p>* Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.</p> | <ul style="list-style-type: none"> • Radiographs (x-rays)* • Restorative • Crowns** • Oral Surgery • Endodontic Services — treatment for diseased or damaged nerves. • Periodontic Services — treatment for diseases of the gum and teeth-supporting structures. <p>* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</p> <p>** Payable once in any 5-year period on the same tooth.</p> <p>Rider (If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.</p> | <ul style="list-style-type: none"> • Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures. • Payable once in any 5-year period for the same appliances. | <ul style="list-style-type: none"> • Necessary treatment and procedures required for the correction of abnormal bite. • Orthodontic exam, radiographs and extractions are covered under Diagnostic & Preventive Services and Basic Services. <p>Rider (If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.</p> |
| <p>\$1,000 annual maximum per person Diagnostic & Preventive Services, Basic Services, and Major Services</p> | | | <p>\$1,300 lifetime maximum per person Orthodontics</p> |

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

MESSA Dental Plan Benefit Highlights

Effective Date: 01/01/2019
 MESSA Account: Anchor Bay Schools
 Employee Group: 004B Teachers
 Group/Subgroup: 6416-0002 PAK A, C, D

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

Diagnostic & Preventive Services 50%

- Oral Examination
- Prophylaxes
- Topical Fluoride*
- Brush Biopsy
- Emergency Palliative
- 2 Cleanings in 12 Months

Rider
 (If neither box below is checked, you do not have this coverage.)

3 Cleanings in 12 Months

4 Cleanings in 12 Months

* Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.

Basic Services 50%

- Radiographs (x-rays)*
- Restorative
- Crowns**
- Oral Surgery
- Endodontic Services — treatment for diseased or damaged nerves
- Periodontic Services — treatment for diseases of the gum and teeth-supporting structures.

- * Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.
- ** Payable once in any 5-year period on the same tooth.

Rider
 (If the box below is not checked, you do not have this coverage.)

Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.

Major Services 50%

- Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures.
- Payable once in any 5-year period for the same appliances.

Orthodontics 50%

- Necessary treatment and procedures required for the correction of abnormal bite.
- Orthodontic exam, radiographs and extractions are covered under Diagnostic & Preventive Services and Basic Services.

Rider
 (If the box below is not checked, you do not have this coverage.)

Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.

\$1,000 annual maximum per person
Diagnostic & Preventive Services, Basic Services, and Major Services

\$1,000 lifetime maximum per person
Orthodontics

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

MESSA Dental Plan Benefit Highlights



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www.messa.org

Effective Date: 01/01/2019

MESSA Account: Anchor Bay Schools

Employee Group: 004B Teachers

Group/Subgroup: 6416-0004 PAK B

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

| Diagnostic & Preventive Services 50% | Basic Services 50% | Major Services 50% | Orthodontics 50% |
|---|---|--|---|
| <ul style="list-style-type: none"> • Oral Examination • Prophylaxes • Topical Fluoride* • Brush Biopsy • Emergency Palliative • 2 Cleanings in 12 Months <p>Rider (If neither box below is checked, you do not have this coverage.)</p> <p><input type="checkbox"/> 3 Cleanings in 12 Months</p> <p><input type="checkbox"/> 4 Cleanings in 12 Months</p> <p>* Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.</p> | <ul style="list-style-type: none"> • Radiographs (x-rays)* • Restorative • Crowns** • Oral Surgery • Endodontic Services — treatment for diseased or damaged nerves. • Periodontic Services — treatment for diseases of the gum and teeth-supporting structures. <p>* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</p> <p>** Payable once in any 5-year period on the same tooth.</p> <p>Rider (If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.</p> | <ul style="list-style-type: none"> • Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures. <p>• Payable once in any 5-year period for the same appliances.</p> | <ul style="list-style-type: none"> • Necessary treatment and procedures required for the correction of abnormal bite. • Orthodontic exam, radiographs and extractions are covered under Diagnostic & Preventive Services and Basic Services. <p>Rider (If the box below is not checked, you do not have this coverage.)</p> <p><input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.</p> |
| <p>\$1,000 annual maximum per person Diagnostic & Preventive Services, Basic Services, and Major Services</p> | | <p>\$1,000 lifetime maximum per person Orthodontics</p> | |

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

MESSA Dental Plan Benefit Highlights



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www.messa.org

Effective Date: 01/01/2019

MESSA Account: Anchor Bay Schools

Employee Group: 004B Teachers

Group/Subgroup: 6416-0003 PAK B

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

Diagnostic & Preventive Services 100%

- Oral Examination
- Prophylaxes
- Topical Fluoride*
- Brush Biopsy
- Emergency Palliative
- 2 Cleanings in 12 Months

Rider

(If neither box below is checked, you do not have this coverage.)

3 Cleanings in 12 Months

4 Cleanings in 12 Months

* Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.

Basic Services 90%

- Radiographs (x-rays)*
- Restorative
- Crowns**
- Oral Surgery
- Endodontic Services — treatment for diseased or damaged nerves.
- Periodontic Services — treatment for diseases of the gum and teeth-supporting structures.

* Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.

** Payable once in any 5-year period on the same tooth

Rider

(If the box below is not checked, you do not have this coverage.)

Sealants: payable on occlusal surface of first permanent molars for patients up to age 9 and for second permanent molars for patients up to age 14 that are free from caries and restorations.

Major Services 90%

- Procedures for the construction of fixed bridgework, enosteal implants, partial and complete dentures.
- Payable once in any 5-year period for the same appliances.

Orthodontics 90%

- Necessary treatment and procedures required for the correction of abnormal bite.
- Orthodontic exam, radiographs and extractions are covered under Diagnostic & Preventive Services and Basic Services.

Rider

(If the box below is not checked, you do not have this coverage.)

Adult orthodontics: removes the age 19 restriction on Orthodontics coverage.

\$1,000 annual maximum per person
Diagnostic & Preventive Services, Basic Services, and Major Services

\$1,500 lifetime maximum per person
Orthodontics

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental of Michigan certificate booklet.

VSP-3 Benefits



In-network providers

Most eye doctors are in VSP's Signature network. Staying in-network assures that you get the most value from your benefits and limits your out-of-pocket costs. In-network doctors bill VSP directly as a convenience to you. A directory of Signature network doctors is available at www.messa.org or www.vsp.com. Call VSP member services at 800.877.7195 for assistance.

Out-of-network providers (Maximum reimbursement to patient)

If you choose to see a doctor who is not in the VSP Signature network, your out-of-pocket costs will likely be higher and you must submit the receipts to VSP for reimbursement. For more information, visit www.vsp.com or call VSP member services at 800.877.7195.

| Benefit | In-network provider | Out-of-network provider maximum allowance |
|--|--|--|
| Examination | | |
| ■ Optometrist | No copayment | \$35 |
| ■ Ophthalmologist | | \$45 |
| Contacts (includes lenses, examination and fitting) | | |
| ■ Elective lenses to improve vision | \$115 allowance | \$115 |
| ■ Medically necessary – to correct <i>keratoconus, irregular astigmatism, irregular corneal curvature or vision to 20/70 in the better eye</i> | MESSA pays 100% of the approved amount | \$200 |
| Eyeglass frames | | |
| | \$65 allowance | \$55 |
| Eyeglass lenses | | |
| ■ Single vision | | \$38 |
| ■ Bifocal | MESSA pays 100% of the approved amount | \$60 |
| ■ Trifocal | | \$72 |
| ■ Lenticular | | \$108 |
| Eyeglass lens enhancements | | |
| ■ Rimless | MESSA pays 100% of the approved amount | Member must pay the difference between the approved amount and the provider charge |
| ■ Oversized | | |
| ■ Blended | | |
| ■ Photochromic | | |
| ■ Progressive | Not covered (discounts may apply) | Not covered |
| Tinted | | |
| ● Single vision | | \$42 |
| ● Bifocal | | \$70 |
| ● Trifocal | | \$84 |
| ● Lenticular | | \$118 |
| Polarized | | |
| ● Single vision | MESSA pays 100% of the approved amount | \$56 |
| ● Bifocal | | \$90 |
| ● Trifocal | | \$110 |
| ● Lenticular | | \$138 |

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VSP-2 Benefits



In-network providers

Most eye doctors are in VSP's Signature network. Staying in-network assures that you get the most value from your benefits and limits your out-of-pocket costs. In-network doctors bill VSP directly as a convenience to you. A directory of Signature network doctors is available at www.messa.org or www.vsp.com. Call VSP member services at 800.877.7195 for assistance.

Out-of-network providers (Maximum reimbursement to patient)

If you choose to see a doctor who is not in the VSP Signature network, your out-of-pocket costs will likely be higher and you must submit the receipts to VSP for reimbursement. For more information, visit www.vsp.com or call VSP member services at 800.877.7195.

| Benefit | In-network provider | Out-of-network provider maximum allowance |
|--|--|--|
| Examination | | |
| ■ Optometrist | \$6.50 copayment | \$28.50 |
| ■ Ophthalmologist | | \$38.50 |
| Contacts (Includes lenses, examination and fitting) | | |
| ■ Elective lenses to improve vision | \$90 allowance | \$90 |
| ■ Medically necessary – to correct <i>keratoconus, irregular astigmatism, irregular corneal curvature or vision to 20/70 in the better eye</i> | MESSA pays 100% of the approved amount | \$175 |
| Eyeglass frames | \$65 allowance | \$44 |
| Eyeglass lenses | | |
| ■ Single vision | | \$29 |
| ■ Bifocal | \$18 copayment | \$51 |
| ■ Trifocal | | \$63 |
| ■ Lenticular | | \$75 |
| Eyeglass lens enhancements | | |
| ■ Rimless | MESSA pays 100% of the approved amount | Member must pay the difference between the approved amount and the provider charge |
| ■ Oversized | | |
| ■ Blended | | |
| ■ Photochromic | | |
| ■ Progressive | Not covered (discounts may apply) | Not covered |
| ■ Tinted | | |
| * Single vision | | \$33 |
| * Bifocal | | \$61 |
| * Trifocal | | \$75 |
| * Lenticular | | \$89 |
| ■ Polarized | MESSA pays 100% of the approved amount | |
| * Single vision | | \$47 |
| * Bifocal | | \$81 |
| * Trifocal | | \$101 |
| * Lenticular | | \$119 |

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MESSA Group Term Life Insurance Benefit Highlights

Underwritten by Life Insurance Company of North America



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 East Lansing, Michigan 48826-2560
 517.332.2581 • 800.292.4910
www.messa.org

Effective Date: 01/01/2019

MESSA Account: Anchor Bay Schools

Employee Group: 004B Teachers PAK A, C, D

*This is a brief summary of your coverage available under MESSA's Group Term Life and AD&D policy.
 Please refer to your Life & Accident Insurance Certificate Booklet for complete information.*

| Feature | Definition | Your Coverage |
|---|--|---------------|
| Group Term Life Insurance | The amount of your Group Term Life Insurance coverage. | \$40,000 |
| Group AD&D Insurance | The amount of your Accidental Death and Dismemberment (AD&D) coverage. | \$40,000 |
| Group Dependent Term Life Insurance: SPOUSE | This provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits. | N/A |
| Group Dependent Term Life Insurance: CHILD(REN) | This provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits. | N/A |

It is important to note that Group Term Life Insurance in excess of \$50,000 and Group Dependent Term Life Insurance (if the benefit exceeds \$2,000) are taxable benefits.

MESSA Group Term Life Insurance Benefit Highlights

Underwritten by Life Insurance Company of North America



Good health. Good business. Great schools.

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*This is a brief summary of your coverage available under MESSA's Group Term Life and AD&D policy.
Please refer to your Life & Accident Insurance Certificate Booklet for complete information.*

| Feature | Definition | Your Coverage |
|---|--|---------------|
| Group Term Life Insurance | The amount of your Group Term Life Insurance coverage. | \$60,000 |
| Group AD&D Insurance | The amount of your Accidental Death and Dismemberment (AD&D) coverage. | \$60,000 |
| Group Dependent Term Life Insurance: SPOUSE | This provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits. | \$10,000 |
| Group Dependent Term Life Insurance: CHILD(REN) | This provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits. | \$5,000 |

It is important to note that Group Term Life Insurance in excess of \$50,000 and Group Dependent Term Life Insurance (if the benefit exceeds \$2,000) are taxable benefits.

MESSA Group LTD Plan Benefit Highlights

Underwritten by Life Insurance Company of North America



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Employee Group: 004B Teachers

Long Term Disability (LTD) insurance provides benefits at a percentage of a member's salary in the event of total disability. Benefits begin after the satisfaction of a waiting period and continue as long as the member remains totally disabled as described under "Maximum Benefit Period" in the LTD certificate booklet. *This is a brief summary of your coverage available under MESSA's Group LTD insurance. Refer to the actual certificate booklet for complete information.*

| Feature | Definition | Your Coverage |
|---------------------------------------|---|---------------------------|
| Pre-Existing Conditions Waived | Medical conditions for which the advice or treatment was received prior to effective date of coverage are included. However, doctor-verified disabilities in effect prior to the effective date would be excluded. | Yes |
| Waiting Period | <i>Calendar Day (CD):</i> The waiting period is based on actual calendar days. <i>Work Day (WD):</i> The waiting period is based on the consecutive number of contracted work days. <i>Modified Fill (MF):</i> Benefits begin on the latter of exhaustion of sick time/bank or the specified number of calendar/work day waiting period. <i>Straight Wait (SW):</i> Benefits begin after the specified number of calendar/work day waiting period. | 90 CDMF |
| Benefit Level | Percent of covered salary. | 66 2/3 % |
| Maximum Benefit Level | Monthly benefit up to the maximum amount bargained. | \$5,500 |
| Minimum Maximum Benefit | There is a minimum monthly benefit of 5% of the gross monthly benefit or \$50, whichever is greater, after all offsets are applied, not to exceed the maximum monthly benefit. | 5 % |
| Offsets | Benefits are reduced by any income the employee receives or is entitled to receive such as vacation pay, salary continuation, workers' compensation, full auto wage loss benefit, any employer-paid group plan, retirement benefits you receive from your employer's retirement or pension plan, including Michigan Public School Employees' Retirement System (MPERS), short-term disability, and others. | |
| Social Security Offsets | <i>Primary:</i> Social security retirement and social security disability are offsets. <i>Family:</i> Any social security disability benefits received by the employee's family due to the employee's disability is an offset. | Family |
| Freeze on Offsets | Monthly disability benefits will not be reduced because of automatic, statutory or general cost of living increases in income from other sources after MESSA's initial benefit determination for each specified offset has been made. The exception to this is an unsuccessful return to work with increased salary, social security and retirement cost of living. | Yes |
| COLA | An employee's benefit may be increased while on claim due to increase in the cost of living. The increase is based on changes in the Consumer Price Index as of January 1 each year and is payable on the anniversary of the commencement of benefit payment. There is a maximum annual increase of 3%. | No |
| Own Occupation Maximum Benefit Period | Disability benefits may be payable during continuous disability. After the own occupation period, a member must be unable to perform any occupation for which he/she is qualified by training, experience or education. Benefits may be payable up to age 65. For benefits commencing at or after age 60, please see your benefit schedule. | 2 Years |
| Mental / Nervous Conditions | These conditions are covered as any other illness unless you have a 2-year aggregate limitation. | Same as any other illness |
| Alcoholism / Drug Abuse | These conditions are covered as any other illness unless you have a 2-year aggregate limitation. | Same as any other illness |

For additional information please call MESSA's Disability Department at 800.247.6951.

**APPENDIX F
BARGAINING UNIT EMPLOYEES NOT GOVERNED BY THE
MICHIGAN TEACHERS' TENURE ACT**

The language reflected in this Appendix reflects prohibited bargaining subjects and was removed from the Agreement as required by PERA Section 15(3) as amended by Public Act 103 of 2011 (effective July 19, 2011). The parties acknowledge that the language in Appendix F is not a prohibited subject as to bargaining unit employees whose positions are not governed by the Michigan Teachers' Tenure Act and, therefore, applies *only* to those employees.

1. **Split Sessions [former Article 6.13.02]**. In determining assignments for split sessions (a.m./p.m.) the Board shall consider factors as training qualifications, and seniority. When there is more than one (1) person with equal seniority, the building principal or designee shall determine who shall be placed on the assignment.
2. **Notice of Assignments [former Article 7.05]**. A tentative schedule of assignments will be made available following a meeting with the Superintendent or designee and the Association for purposes of clarification.
3. **Posting of Vacancies [former Article 9.02.01]**. The Board shall publicize the vacancies by giving written notice to the Association President, and by posting in every school building for at least ten (10) work days. If the posting is for a job that is new to the District, then a sufficient description of the job content to enable an applicant to determine its desirability shall be included in the position as well as the requirement of the State Board for certification. No position shall be permanently filled until the expiration of the posting period.
4. **Filling of Vacancies [former Article 9.03.01 – 9.03.02]**. When vacancies occur between the spring bid meeting and August 1, employees will be notified by first class mail. The Association President will be notified of postings by mail.

Beginning with the first day of school and during the school year, whenever the Superintendent, in his/her sole judgment, determines that a vacancy in a teaching position exists, the Superintendent may fill such vacancy on a temporary basis until the end of the normal school year, at which time the position will be considered vacant.

5. **Involuntary Transfers [former Article 9.04.01, 9.04.03]**. Involuntary transfers of employees are to be minimized and avoided whenever possible. The Superintendent shall promptly notify the affected employee and the Association of the reasons of said transfer. The affected employee may resign without the Board requesting from the State withdrawal of the employee's certification, or altering any recommendation.

While involuntary transfers are sometimes necessary because of demographic and financial reasons, such transfers should be minimized and made as non-disruptive as possible.

- A. When involuntary transfers are made, the least senior employee in the building will be considered first.

- B. When midyear vacancies occur, employees who have been subject to involuntary transfer will have the option of requesting these positions before hiring occurs.
 - C. In situations where openings occur within ten (10) days of the first day of school, an emergency bid meeting will occur on the last business day before school begins unless it is determined by the parties that a bid meeting would not serve to fill the vacancy. Employees will be informed of the bid meeting by letter or fan-out. Proxy bids may be accepted. Involuntarily transferred employees will have first priority in this bid meeting.
 - D. The parties will meet at least forty-eight (48) hours before the bid meeting referred to in C. above.
6. **Bid Meeting [former Article 9.05-9.05.01].** Vacancies shall be filled by employees currently employed and in attendance at the bid meeting in June. If there is more than one (1) applicant for a vacancy:
- A. The applicant with the greatest seniority shall be selected.
 - B. If seniority is equal, then, the person holding the lowest lottery number will be deemed as having the greater seniority.
 - C. All bidders shall have current licensure, authorization, or certification as required by law for the position subject to bid.
 - D. An applicant may be represented by an approved proxy.
 - E. An applicant shall be responsible to have his/her transcript updated and on file in the Personnel Office before the spring and summer bid meetings, since selection of a successful bidder will be based on transcript data on file at the time of the bid and current seniority status.
 - F. Employees who receive positions at the bid meeting shall not be subject to reassignment nor involuntary transfer for the following school year, nor shall trading of positions occur.
7. **Transfer Requests [former Article 9.06-9.06.01].** After the bid meeting, requests by an employee for any vacancy shall be made in writing to the central office. The applicant shall set forth reasons for transfer, the school or position sought, and the applicant's academic qualifications. The Board will notify in writing those candidates who are denied a transfer with reasons therefore. The Board will notify in writing those candidates who are denied a promotion.
8. **Return to Previous Position [former Article 9.07.01].** If a bargaining unit employee is involuntarily transferred to a new position, the bargaining unit employee shall have the opportunity to return to his/her previous position when it becomes vacant or at the end of the school year in which the appointment was received and only if no layoffs will result. The bargaining unit employee shall also have the right to return to the old position if the Employer determines that the employee's performance in the new job is not acceptable. This decision will also be issued before the end of the school year in which the transfer occurs.

9. **Adoption Leave [see Article 10.08.09.01].** The employee shall return to the prior position.
10. **Return from Leave [see Article 10.08.11].** Any employee returning from such leave after having fulfilled the requirements as expressed herein, shall be assigned to the first available position for which he/she is qualified based on State licensure, authorization, or certification requirements.

If a vacant position is not available, the employee shall have the right to bump the least senior employee in the area for which the employee returning from leave is qualified based on State licensure, authorization, or certification requirements.

11. **Sabbatical Leave [see Article 10.12.06].** Upon return from Sabbatical Leave, the employee shall be advanced on the Salary Schedule as though he/she had been employed as a teacher during the period of Leave and he/she shall be restored to this former position or to a position of at least comparable nature for which he/she is qualified based on State licensure, authorization, or certification requirements.
12. **Evaluation [former Article 12.01-12.01.09].** The evaluation process must be done according to the following express procedure so as to assure the fairest and most beneficial evaluation of employees:
- A. By the end of September (or within two weeks for an employee hired after the start of the school year), the Association shall be notified in writing as to the employee to be evaluated for the school year and the administrators who will be evaluating those employees. It is understood that unanticipated administrative staffing changes may cause variations in this timeline.
 - B. Employees shall be evaluated during the school year. This annual year-end evaluation shall be completed before April 1. This evaluation shall be based on three (3) observations. The first observation shall take place during the first semester; the third observation shall take place during the second semester. The second observation shall take place at least sixty (60) days before the third. All observations of employees shall be conducted openly and with full knowledge of the employee. Each observation shall be conducted in person.
 - C. Employee evaluations shall include results of in-person observations as well as any other conduct during the school day or any school-related activity which may have an effect on the ability of the person to perform as a District employee. No reference should be made unless such conduct has an effect on the person's ability to perform as an employee.
 - D. The evaluator shall meet with the employee before the evaluation observation for a pre-evaluation conference, which shall include discussion relating to explanation of the evaluation form, the employee's explanation of the activity to be observed, what specific things the evaluator will be looking for, scheduling and methods of observation, and any concerns the employee may have. This conference will not be used for employee self-evaluation or evaluation of other employees.
 - E. Following the observation, the evaluator shall prepare and submit a written report (using the evaluation form) to the employee within ten (10) school days of the observation. The

evaluator shall also hold a conference with the employee for the purpose of clarifying the written report within fifteen (15) school days of the observation.

- F. If the evaluation includes criticism resulting from the observation, a written memo must be prepared and given to the employee within five (5) school days of such observation. The evaluator shall inform the employee of performance area(s) that need to be improved together with suggestions for improvement. An Association may be present at the conference at the employee's request.
- G. If the employee does not agree with the evaluation, s/he may submit a self-evaluation or letter of dissent within twenty (20) school days of the conference. In this event, such evaluation or letter shall be placed in the employee 's personnel file in the Personnel Office and shall be attached to said evaluation.
- H. Any judgment of incompetence must not be arbitrary nor capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement; the evaluator shall develop a plan, which shall:
 - 1. Identify specifically the area that needs improvement.
 - 2. Provide the employee with specific written recommendations for improvement, which are stated in behavioral terms, measurable and observable.
 - 3. Develop a time line for such improvement. This time line shall include follow-up visit(s) to evaluate the area(s) of concern.
 - 4. Provide assistance which might include time (during the school day), material, resources, and consultant services to implement the recommendations.

13. Probationary Employee Non-Renewal [former Article 12.02-12.02.04] If a probationary employee is not continued in employment, the employee will receive notice that his/her contract will not be renewed containing the reasons for that non-renewal. The Board will provide a hearing upon request by the employee, which must be made within ten (10) work days from receipt of notice that the employee's contract will not be renewed. This hearing request shall contain the employee's basis for objecting to the non-renewal and any subsequent hearing shall be limited to evidence relating to the reasons for non-renewal and responses by the employee.

- A. During the hearing, the Board must consider whether the evaluating administrator(s) have properly evaluated the employee as outlined in Paragraph 12, above. If the administrator(s) did not follow the procedure as outlined in Paragraph 2, the employee's contract will be renewed.
- B. The Board shall establish the procedure and timing of the hearing. Said hearing however, will be scheduled before the end of the school year.

- C. The hearing may be conducted by the full Board or a Committee composed of no less than three (3) Board members.
 - D. The employee may request a closed hearing and such request should be made in his/her request for a hearing.
 - E. The decision of the Board shall be made within ten (10) days of the conclusion of the hearing.
14. **Mentors [see Article 12.03].** Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor.
 15. **Professional Behavior [former Article 13.02].** The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected employee will be notified in writing of alleged violations together with suggested corrections for improvement.
 16. **Professional Behavior [former Article 13.03].** An employee shall be asked whether he/she desires to have present an Association representative when he/she is being reprimanded, warned, or disciplined. However, if the employee's conduct is so extreme, or the time limits faced by the Administrator are so short that it would be difficult or impossible to permit a delay, the Administrator involved may reprimand, warn, or discipline without the presence of an Association Representative; but, if requested, an Association representative shall be present at a later formal discipline, discussion, or conference to be held as soon thereafter as practicable. If an employee does not desire an Association Representative to be present, a form indicating the employee's desire will be provided.
 17. **Professional Behavior [former Article 13.04].** No employee shall be disciplined or receive a reprimand which would result in suspension, or reduction in compensation without just cause. This provision shall not apply to probationary employees.
 18. **Reduction in Personnel [former Article 14.01].** In the event economic conditions or declining enrollment demands a reduction in services, the parties will confer for the purpose of implementing the proposed reduction.
 19. **Reduction in Personnel [former Article 14.03.01.04].** Documentation to support State licensure, authorization, or certification requirements and additional hours shall be submitted to the Personnel Office by January 15th. An employee, however, may declare additional State licensure, authorization, or certification requirements certification supported by proof of that State licensure, authorization, or certification to the Personnel Office before August 15th to be considered for a vacated position. If such State licensure, authorization, or certification is not achieved, the employee shall not be employed for the vacated position.
 20. **Order of Reduction [former Article 14.04.01.01 – 14.04.01.05].** In the event of layoff the order of reduction shall be as follows:

- A. The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters.
 - B. The Superintendent or designee shall identify the lowest seniority employees on the seniority list equal in number to the number of positions proposed to be eliminated. The identified low seniority employee(s) assigned to the position to be eliminated shall be laid off by the Board.
 - C. Employees who are assigned one of the positions to be eliminated and who are not identified as one of the low seniority employees in subparagraph B, above, shall be ranked in order of seniority. In a bid meeting, starting with the highest senior employee from this ranking, each employee in turn shall select a position from the positions vacated by the lowest senior employee. This process will be repeated for each employee by seniority order in accordance with this subparagraph, provided that the affected employee has appropriate State licensure, authorization, or certification requirements for that position.
 - D. If no positions exist for the employees identified and ranked in subparagraph C, those employee(s) shall be laid off. The District shall notify the employees sixty (60) days before the effective layoff date.
 - E. If the above procedures result in the potential layoff of a teacher who has more seniority as determined from the seniority list, but excluding employees on the recall list from prior layoffs, the Superintendent or designee shall reassign the employees according to his/her State licensure, authorization, or certification necessary for that position.
 - F. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.
21. **Recall Procedure [former Article 14.05].** Recall shall be made based on seniority. No positions shall be declared vacant if there are people on layoff status who have the appropriate State licensure, authorization, or certification to be recalled to an available position. The Board will make all transfers necessary to prevent layoffs of employees.
- A. The most senior laid off employee may select any open position not covered by the Teachers' Tenure Act and for which the employee has the appropriate State licensure, authorization, or certification.
 - B. If the most senior laid off employee does not possess the appropriate State licensure, authorization, or certification for any open position, that employee may be passed over for a less senior person on the recall list.
 - C. If no one on the recall list has the appropriate State licensure, authorization, or certification for an open position, forced transfer of employees to the position will occur to permit the recall of a laid-off employee. The forced transfer will be done in a manner that, whenever possible, the least senior employee will be reassigned to facilitate the return of any employee on the recall list. This transfer is not subject to the grievance procedure.

22. **Reduction in Personnel [former Article 14.06 – 14.09].** It is intended that this paragraph takes precedence over and governs the individual employment contract of the employee, and said individual employment contract is specifically conditioned upon this paragraph.
- A. Any laid off employee to whom notice of recall was sent by certified mail, return receipt requested, of the acceptance of the position within seven (7) calendar days of the date the recall notice was mailed from the Board Office. If the laid-off employee fails to accept the offered full-time position, that employee shall be dropped from the recall list.
 - B. It is the responsibility of the laid-off employee to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.
 - C. A laid off employee shall retain recall rights for a period of one (1) year following the layoff. However, that employee shall continue to remain on the layoff list, provided he/she has notified the Board of availability by certified letter before February 1st for each successive year.
23. **Student Discipline and Employee Protection [former Article 19.06].** Information resulting from a complaint by parents or students directed toward an employee shall not be included in that employee's permanent, personnel file, nor shall that employee be subject to any action until such matter is brought to the attention of the employee and the employee has an opportunity to reply. If disciplinary action is taken, the employee and the Association will be provided a written statement as to the discipline imposed and the supporting reasons.
24. **Miscellaneous Provisions [former Article 22.08].** There will be no disciplinary action for the failure of an employee working on an afternoon split session who is unable to call by 7:00 a.m., so long as the employee does not abuse the intent of this paragraph.
25. **Miscellaneous Provisions [former Article 22.09].** If the District receives an authorized federal Title I grant which results in a Title I summer program, job openings for non-teaching staff shall be posted and shall state the duration of the program, the hours to be worked, the salary to be paid, and the licensure, authorization, or certification required for the position. Anchor Bay employees qualified for the posted Title I openings shall have preference in employment over outsiders in the Title I program.
26. **School Improvement [former Article 24.01].** No evaluation or discipline will result due to participation or nonparticipation in the school improvement committee.