

**2009-2010 - 2010-2011**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ANCHOR BAY BOARD OF EDUCATION**

**AND**

**M.E.A./N.E.A. LOCAL I**



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## **PREAMBLE**

**1.00 :** This agreement, entered into this 26th day of August, 2009, by and between the Board of Education of the Anchor Bay School District of Macomb and St. Clair Counties, Michigan, hereinafter called the "Board" and the MEA/NEA Local 1, hereinafter called the "Association". However, the effective date for executing all provisions of the contract contained herein shall be September 1, 2009, unless limited by an express provision subject to the limitations as expressed herein.

**2.00 :** The Board of Education is required by law to negotiate with the Association on wages, hours, and the 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, it is hereby agreed as follows:

**ARTICLE I**

**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 extra curricular 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 the Board of any other employer. For any position that is excluded, and 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", as used herein, shall mean all employees in the bargaining unit as above defined. Reference to male teachers includes female teachers.

**1.03 :**        As used herein, the term "Board" shall include the Board, its agents, and designees.

**1.04 :**        The Board agrees not to negotiate with any organization other than the MEA/NEA Local I pursuant to Act 379, Public Acts of 1965, 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 :** Nothing contained herein shall be construed to deny or restrict to any teacher, rights he 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 therefore. 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 shall in no way interfere with or interrupt normal school operations; and, the affected building principal is notified in writing or in person before any union activity takes place.

**2.04.01 :** The Association president and grievance chairperson shall be granted their choice of relief time period, as stated in Article 5.06, whenever possible. Scheduling of said time shall be mutually agreed to by the officer and the principal prior to the setting of the building schedule. Scheduling of such time shall not interfere with the normal operation of the building.

**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 union. The Association may be permitted to use school facilities and equipment outside the regular school day for the purpose of political involvement that is in compliance 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 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.

**2.06.01** : Copies of all material posted on Association bulletin boards shall be provided at the same time to the Central Office.

**2.07** : The parties agree for 2004-2005, 2005-2006 and 2006-2007 school years, a released-time arrangement for the President of the MEA-NEA Local 1, Anchor Bay. The release will be half time, In addition to regular Association duties; the President shall provide assistance to the District in the following areas:

- 1.) Professional Growth Program
- 2.) Secondary Restructuring
- 3.) Conflict Resolution Model

Unless the parties agree otherwise, this program will terminate without further action of the parties at the end of the 2010-2011 school year.

## 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, hereby 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 Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

**3.01.01** : To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

**3.01.02** : To 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** : To 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** : To 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.

**3.02** : To determine class schedules; the hours of instruction; the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative non-teaching activities; and the conditions of employment.

**3.03** : The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules and regulations, and practices in furtherance thereof; and, the use of Judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, to the extent of such specific and express terms hereof are in conformance with the laws and the Constitution of the State of Michigan and the United States.

**3.04** : The parties understand that the rights and responsibilities of the Board delineated above are, of course, subject to the provisions of Act 379 of the Public Acts of 1965. The Board agrees that the provisions of this article are in no way intended to abrogate the obligations of the Board with respect to the provisions of this agreement.



## ARTICLE 4

### MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

**4.01 \_\_\_\_\_ :** Membership in the Association shall be open to all teachers of the District regardless of race, creed, sex, marital status, or national origin. It is understood that membership in the Association is not compulsory, and it is agreed that neither party shall unfairly discriminate against or pressure any member of the bargaining unit to compel such person to join or refrain from joining the Association.

**4.02 \_\_\_\_\_ :** It is recognized that the proper negotiations and administration of collective bargaining agreements entail expenses which are appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association, then such teacher shall, as a condition of continued employment by the Board, pay a sum equivalent to the total unified dues of the Association. In the event that such payment is not made for a period of thirty (30) days of the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this agreement, the services of such teacher shall be discontinued as of the end of the current school year. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned. However, if at the end of the school year, the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or court of competent jurisdiction. In the event of any legal action against the Board, because of actions taken under this article in compliance with an Association request, the Association agrees to defend such action, at its own expense and through its own counsel. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, each individual school Board member, and all administrators from any liability for damages and costs as a direct consequence of the Board's taking such requested action to comply with this section.

**4.03 \_\_\_\_\_ :** The deduction of membership dues or payments in lieu thereof shall be made from each pay check each school year for those teachers that have signed authorization of the dues deduction forms or payment in lieu thereof. The Board shall transmit the deducted amount to the Association. The first month the deduction is made, a list of teachers from whom the dues have been deducted will accompany the money. On any month thereafter, the Association Treasurer will be notified of any changes accompanying later transactions. Said deductions shall be authorized by the individual teacher submitting the signed authorization form to be received by the bookkeeper not later than ten (10) days prior to the date.

**4.04 \_\_\_\_\_ :** Payroll deductions shall be made upon written and signed authorization from the individual teacher for credit union, charitable donations, and/or other programs approved by the Board, or jointly approved by the Association and the Board. The individual authorization forms must be received by the bookkeeper at least ten (10) days prior to the pay date.

**4.05 \_\_\_\_\_ :** In the event the Association violates Article 15, then the benefits of this article shall be lost for the remainder of the agreement period.

## ARTICLE 5

### TEACHING HOURS AND CLASSLOADS

**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 pupil supervision whenever or wherever 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.

**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. twenty-five (25) hours and twenty-five (25) minutes for classroom instruction
- C. a duty-free lunch period no less than thirty-five (35) minutes per day not to include passing time.

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

- A. four (4) hours and fifty (50) minutes for classroom preparation
- B. twenty-six (26) hours and fifteen (15) minutes for classroom instruction
- C. a duty-free lunch period no less than thirty (30) minutes per day, not to include passing time

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

- A. four (4) hours and forty five (45) minutes for classroom preparation
- B. twenty-six (26) hours and fifteen (15) minutes for classroom instruction
- C. a duty-free lunch period no less than thirty (30) minutes per day, not to include passing time

All attempts will be made in the secondary buildings to assign no more than three (3) preparations per teacher, per semester. However, three (3) preparations may be exceeded due to the uniqueness of one-semester courses or unavoidable scheduling conflicts; in each incident the Association shall be notified. Each teacher's work schedule shall not be split more than 2-1/2 hours inclusive of the lunch period and preparation period.

**5.03** : An administrator may require a teacher to assume an absent teacher's assignment during such 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 \$25.00. For elementary schools, no teacher shall receive less than eighteen dollars (\$18.00) for a full day assignment as a substitute for a partial class. Partial class assignments will be used only as a last resort. Any portions of the total assignment shall be prorated accordingly.

**5.05** : A class period in the high school shall not exceed fifty-seven (57) minutes. A class period in the middle school shall not exceed fifty-eight (58) minutes. In vocational education and business courses exceptions to the fifty-seven (57) minute periods may be made. Block scheduling outside the above will have teacher involvement. The Association President or his/her 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 meet to bargain appropriate contract language.

**5.06** : Elementary teachers will be provided with at least thirty (30) minutes of relief 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). Relief 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's - 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 cases of 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. Staff meetings shall be limited to one 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 play ground non-teaching assignments unless said teacher volunteers for said duty on a monetary basis of \$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 said teacher volunteers for said duty on a monetary basis of \$25.00, unless such 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 his designee, members of the staff 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.

**5.11** : Teachers who have assignments in more than one (1) building shall be provided relief and 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 schedules prior to the 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 his designee, a staff member may leave the school building for purposes of school business during his conference preparation period.

**5.13** : Any teacher who is regularly assigned to classes at the middle school and high school on the same day which requires the use of their automobile to travel between buildings shall be reimbursed a maximum of \$5.00 per day for travel time. In addition, a maximum of \$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 of Education shall provide each of the teachers a set of rules that must be followed for reimbursement.

**ARTICLE 6**

**TEACHING CONDITIONS**

**6.01 \_\_\_\_\_ :** The Board and the Association recognize that optimum school facilities and small class sizes are desirable if a quality program of instruction is to be maintained. The primary duty and responsibility of the teacher is to teach, and the organization of the school day should be directed toward insuring that the energy of the teacher is utilized to this end.

**6.02 \_\_\_\_\_ :** The Association and the Administration hereinafter deal with a discussion of class size limits all of which is based upon the assumption that the District has both the building and the funds to effectively reach changes in class size limits. The parties hereto recognize that, in spite of the best of intentions, statutory limitations and building limitations may be essentially outside the control of the signatories of this contract and they both pledge to work towards the goals set forth herein, but minor deviations may occur due to emergency objectives. The utilization of facilities and personnel and the future planning of construction and staff recruitment shall move toward these objectives.

**CLASS SIZE LIMITS**

<b>Grade Level</b>	<b>Optimum Class Size</b>	<b>Maximum Class Size</b>
<b>K-1-2</b>	<b>24</b>	<b>27</b>
<b>3-5</b>	<b>28</b>	<b>32</b>
<b>Middle School</b>	<b>30</b>	<b>32</b>
<b>Senior High</b>	<b>30</b>	<b>34</b>
<b>Physical Education</b>	<b>40</b>	<b>47</b>

**Special Education** Class Size and Class loads shall not exceed the pupil-teacher ratio as provided by the “Revised Administrative Rules for Special Education” and approved waivers.

For the 2004-2005 and 2005-2006 school years, the maximum class sizes set forth above will be maintained, except that beginning with the 2005-2006 school year, the Physical Education maximum will be reduced to 46. No later than March 15, 2006, the parties agree to meet to negotiate concerning progressive class size reduction pattern towards the optimums stated herein. The declared intention of the parties is to continue the reductions to the optimum stated herein. The declared intention of the parties is to continue the reductions to the optimum if fiscally responsible in the 2006-2007 school year and there after. Any agreement to reinstitute the progressive class size reduction pattern will be subject to the normal ratification process. It is understood that singleton sections in Grades 9 - 12 may exceed these levels.

**6.02.01 :** Upon request, regular classroom teachers who have special education students mainstreamed into 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 mainstreaming, and (3) Instructional materials developed for use with mainstreamed special education students.

**6.02.02 :** Recognizing the movement in the state toward developmental classes, classrooms in the primary grades (K, 1, 2) may work to incorporate developmental course s within their classrooms.

**6.03 :** In the Middle School, total work day student maximum shall not exceed 165 provided, however, that the 165 maximum may be exceeded in the following classes: band, choir, physical education, and typing/computer.

**6.04 :** If, at any time following the Monday after the second full week of the school year, class size exceeds the maximum limits as set forth herein, 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 prior to the beginning of the course. The Association will be provided, prior to the start of each semester, a class count of all sections offered. Agreements reached shall be put into effect within five (5) working days. The Association recognizes that meeting these objectives depends on budgetary limitations: provided that it is understood between the parties hereto 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 agrees that it will only utilize 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 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.

**6.06.01 :** Recognizing the health, legal, and educational implications of smoking, smoking in the school buildings will be phased out. Smoking in designated locations other than the faculty rooms will be permitted while, at the same time, the Board will provide assistance for all teachers who desire to stop smoking. The parties recognize that a phase-out to a smoke-free environment is desired and Association members in each individual building will reach an independent decision during the period of this contract regarding a smoke-free environment.

**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. In the event teachers abuse the telephone privilege by making unauthorized long distance calls, such conduct shall result in serious 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, S.B.C.E.U.'S or workshops shall have the option of leaving immediately after the close of the pupils' regular day, providing the immediate supervisor is informed of the 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 pupils' regular school day provided the immediate supervisor is informed of the scheduled appointment. However, if a building-related emergency exists with potential effects upon the health and safety of the students, 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 classes that are composed of students from more than one (1) grade level.



**6.12.02** : A split class is permitted only when class size does not exceed 28 students per class and the optimum for split classes should contain 24 students.

**6.13** : SPLIT SESSIONS

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

**6.13.02** : In determining teaching 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 his designee shall determine who shall be placed on the assignment.

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

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

**6.14** : STUDENT SERVICES

**6.14.01** : The parties agree that the implications of the Article will follow regulations provided by the Michigan School Code and PL-142.

**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 1 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, but reasonable attempts shall be made for the facilities to include the following: auditory privacy for work and lockable files.

**6.14.06 :** Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) 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 handicapped or medically fragile students prior to 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 the scheduling of students at similar grade levels so that planning and coordination of programs for those students can be effected. Team teaching is recognized as an educationally sound principle and will be permitted. Building principals at the elementary level will endeavor to design schedules for elementary classroom teachers, which will enhance the possibility, that team teaching, between teachers at similar grade levels, can exist. Both parties recognize that voluntary team teaching situations are most effective. Every effort will be made to use team teaching in situations where the teachers do not object.

**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 school district application to the Department of Education for a waiver(s) of Special Education Rules and Regulations as referenced in the "Revised Administrative Rules for Special Education" effective July 1994 will involve the Association and members 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 for the handling of employee complaints and concerns relative to physical facilities.

**6.15.02 :** The Assistant Superintendent for Business, or designee, shall meet with the president of the union, 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 :** In the event 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 Degree from an accredited college or university and who have a Provisional, Permanent, Continuing, and/or Professional Education Certificate, except in those cases where the teacher is participating in an approved program of internship or vocational technical education, providing such staff are available.

**7.02 \_\_\_\_\_ :** Teachers shall not be assigned outside the scope of their teaching certificate, except temporarily and for good cause. The Association shall be notified.

**7.03 \_\_\_\_\_ :** It is the professional responsibility of each teacher of the district to meet and maintain standards for Michigan certification and accreditation. Teachers who fail to maintain certification shall be considered on unpaid leave for a period of one year for the purpose of reinstating certification.

**7.04 \_\_\_\_\_ :** A teacher is expected to assume not more than two (2) non-seasonal, school-related functions, unique to their 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 on the part of the teacher and will not conflict with a season activity as defined in Appendix B.

**7.05 \_\_\_\_\_ :** To facilitate notification of assignments for a new school year, the time lines set forth below will be adhered to. It is understood, however, that the schedule of teaching assignments are being set up based on incomplete financial and enrollment data and are therefore subject to modification based on these contingencies.

**LAST WEEK IN FEBRUARY** Seniority lists are distributed to Association representatives.

**FIRST WEEK IN MARCH** Notification to teachers on leave(s) of deadline date for submitting letter of intent to return.

**SECOND WEEK IN MARCH** Teachers must have on file in the Personnel Office requests for shared-time or part-time positions.

**FIRST WEEK IN APRIL**

Teachers notify the administration of their intent to return from leave, retire, or seek a leave of absence for the next school year, except in case of emergency. (SEE §10.11 ET SEQ.)

**SECOND WEEK IN MAY**

Tentative schedule of teaching assignments will be made available to teachers following a meeting with the superintendent and/or his designee with the association for purposes of clarification.

**LAST WEEK IN MAY**

Teacher transfer and preference requests to be filed with the Central Office.

**FIRST WEEK IN JUNE**

Bid meeting will occur the last week of school. Postings will be made ten (10) days prior to the actual bid meeting.

**7.06** : The Board of Education agrees to 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.

**7.07** : The Board shall provide no fewer than two days of in-service per year during the summer, appropriate to teachers' needs. These days shall not be considered part of the 185 days used to calculate teacher pay. Attendance at these in-services is voluntary and shall be paid at the rate of pay referenced in 20.08.02.

**7.08** : No teacher in a position for which they currently meet the highly qualified standard will be involuntarily transferred to a position in which they do not meet any applicable highly qualified standard under state or federal guidelines/standards.

The parties agree to appoint a Joint Committee to review and recommend to them an instrument to assist in the use of the High Objection Uniform State-Standard of Evaluation approved by the State Board of Education known as the Michigan Content Area Portfolio Guidelines as set forth in the attached Letter of Understanding.

## 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 President of the Association.

**8.02 \_\_\_\_\_:** If either party has any item or items which they wish to discuss, they shall submit these items to the other party three (3) days prior to 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 said meeting.

## ARTICLE 9

### VACANCIES, PROMOTIONS AND TRANSFERS

**9.01 :** As used herein 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 :** POSTING OF VACANCIES:

**9.02.01 :** The Board shall publicize the vacancies by giving written notice to the President of the Association, 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.

**9.03 :** FILLING OF VACANCIES:

**9.03.01 :** When vacancies occur between the spring bid meeting and August 1, association members will be notified by first class mail. The Association President will be notified of postings by mail.

**9.03.02 :** Beginning with the first day of school and during the school year, whenever the Superintendent, in his 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.

**9.03.03 :** All teachers will be expected to meet the requirements of Section 7.03.

**9.04 :** INVOLUNTARY TRANSFERS:

**9.04.01 :** The parties agree that involuntary transfers of teachers are to be minimized and avoided whenever possible. The Superintendent shall promptly notify the affected teacher and the Association of the reasons of said transfer. The affected teacher may resign without the Board requesting from the State withdrawal of the teacher's certification, or altering any recommendation.

**9.04.02** : 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, it is understood that involuntary transfers refers to transfers between buildings. Additional time may be granted in unusual circumstances as determined by the Superintendent.

**9.04.03** : While involuntary transfers are sometimes necessary because of demographic and financial reasons, the Association and the District agree that such transfers should be minimized and made as non disruptive as possible.

- 1.) When involuntary transfers are made the least senior staff in the building will be considered first.
- 2.) When midyear vacancies occur, teachers who have been subject to involuntary transfer will have the option of requesting these positions before hiring occurs.
- 3.) 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. Teachers will be informed of the bid meeting by letter or fan-out. Proxy bids may be accepted. Involuntarily transferred staff will have first priority in this bid meeting.
- 4.) The parties will meet at least forty-eight (48) hours prior to the bid meeting referred to in #3 above.

**9.05** : **BID MEETING:** Vacancies shall be filled by teachers currently employed and in attendance at the bid meeting in June.

**9.05.01** : In the event there is more than one (1) applicant for a vacancy:

- (a) The applicant with the greatest seniority shall be selected. If seniority is equal, then,
- (b) The person holding the lowest lottery number will be deemed as having the greater seniority.
- (c) All bidders shall satisfy the requirements of Section 7.03.



**9.05.02** : An applicant may be represented by an approved proxy.

**9.05.03** : 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.

**9.05.04** : Members who receive positions at the bid meeting shall not be subject to reassignment nor involuntary transfer for the following school year, subject to the requirements of §14.04.01.05, nor shall trading of positions occur.

**9.06** : **TRANSFER REQUESTS:**

**9.06.01** : After the bid meeting, 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. 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.

**9.07** : **RETURN TO PREVIOUS POSITION:**

**9.07.01** : In the event a bargaining unit member is involuntarily transferred to a new position pursuant to this article, the bargaining unit member shall have the opportunity to return to their 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 member shall also have the right to return to the old position in the event the employer determines the member's performance in the new job is not acceptable. This decision will also be issued prior to the end of the school year in which the transfer occurs.

**9.08** : **PROMOTIONS:**

**9.08.01** : For 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.

**9.08.02** : Whenever a vacancy is declared which is a promotion as defined herein, the Board shall publicize such vacancy in the same manner as prescribed in paragraph 9.02 of this article. The failure to obtain a promotion shall not be subject to the grievance procedure.

**ARTICLE 10**

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

**10.01 :** The parties to this agreement accept that 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 member unable to work for a period of five (5) consecutive days shall be required to: (1) provide evidence from a physician (M.D. or D.O.) to establish that his condition warrants his return to work; provide evidence 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 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 prior to the expected absence. It is understood and agreed that 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 member requests receiving approval for this day will be on a first-come-first-served basis.

**10.02.03.02 :** 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 work days following the conference. Said log will be submitted to the appropriate building administrator and the Personnel Office.

**10.02.04 :** A bargaining unit member 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 member 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 member must provide written notice forty-five (45) days prior to his 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 member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board, the difference between the 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 member for that portion of his salary not reimbursed under the Worker's Compensation Law. Said partial payment shall be charged pro-rate against the bargaining unit member's accumulated sick leave days until said accumulated sick days have been expended.

**10.02.05.01 :** In the case of unprovoked battery on the part of student against a bargaining unit member, which results in an absence by the bargaining unit member, the bargaining unit member shall suffer no loss of leave time for a period not to exceed seven (7) workdays.

**10.02.06 :** A bargaining unit member 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 :** It is intended that the Board will pay the difference between the disability benefits payable for the first seven (7) days and that bargaining unit member's regular salary without diminution of accumulated leave days. Thereafter, the provisions of paragraph 10.02.04 above shall apply.

**10.03** \_\_\_\_\_ : The Board will provide each full time bargaining unit member with eleven (11) leave days each year. One (1) leave day from each bargaining unit member 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 days accumulation is uncapped. Leave days accumulated prior to June 30, 1974, shall be preserved as set forth in Article 10.11.01. Bargaining unit members 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 (see Section 7.05) 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 member who has accumulated thirty-five 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 leave days into paid vacation days in accordance with the then current conversion formula agreed upon by the parties. The pay for the vacation days not worked will be paid into a 403b account as deferred compensation.

**10.03.03** \_\_\_\_\_ : Bargaining unit members working five (5) hours daily, but less than a “teacher’s” day as defined in Article 5 shall receive eight (8) days leave. Members working three (3) hours or more daily, but less than five (5) hours shall receive six (6) leave days. Members 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 member 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** \_\_\_\_\_ : In the event that a bargaining unit member is absent in excess of his allowable sick leave days, the salary deduction shall be computed by dividing his base salary by the number of teacher-duty days in his annual calendar.

**10.03.06** \_\_\_\_\_ : In the event a bargaining unit member shall leave the district prior to 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 member’s daily wage rate.

**10.03.07** : A bargaining unit member who does not use any of his/her eleven (11) leave days, shall be granted two (2) bonus days. A bargaining unit member using only one (1) leave day shall be granted one (1) bonus day. Such days may accumulate to five (5). Bonus days earned above five (5) will be added to said member's accrued leave time account. Upon retirement or termination, unused bonus days shall be added to the individual member's accrued leave time and paid as per Article 10.03.01. Bonus days shall be used without restriction. Bonus days as added by Article 10.03.07 are intended by the parties to provide added incentive to the bargaining unit members for not using the leave time provided for their use in Article 10. Article 10.03.07 will expire on August 31, 2004, unless the parties agree to extend it past that date at that time.

**10.04** : SICK BANK

**10.04.01** : The Board of Education will cooperate in the operation of the sick leave bank. All members of the bargaining unit will participate in the bank. Its purpose is to provide relief for bargaining unit members who face the consequences of an extended illness, except as provided in Article 10.04.02.

**10.04.02** : Following the thirtieth (30<sup>th</sup>) day of absence, a bargaining unit member 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 patient's progress. 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 Section 10.04.02 during the school year of application. Should a member returning to work without using the total forty-five (45) days experience a relapse from the same illness, as certified by their physician, she/he 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 previously accumulated leave days, exceeds the waiting period set forth in paragraph 18.05 for any one ailment.

**10.04.04** : Bargaining unit members 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 members. 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 30<sup>th</sup> of the number of days used by each individual and the number of days remaining in the sick bank.

**10.04.06** : In the event a bargaining unit member 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 pay.

**10.04.07** : Users of the sick bank days shall have no obligation to repay said days to the Sick Bank.

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

- A. Must have worked in the district and donated to the sick bank for at least ten (10) years;
- B. Must have never used the sick bank;
- C. Must have fewer than thirty (30) days of accumulated leave time in his/her individual sick bank account;
- D. 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 member, 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, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepchild, brother-in-law, or sister-in-law.

**10.05.02** : A bargaining unit member 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 member 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 Anchor Bay School District. Prior approval shall be secured and a written report in two (2) copies shall be provided upon return; provided however, officers of the Anchor Bay Education Association and permanent members of the Negotiating Team may use 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.

**10.07** : 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.

**10.08** : ASSOCIATION DAYS:

**10.08.01** : 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.

**10.08.02** : The Association shall designate the member or members who shall use such days with a maximum at any one time not to exceed five (5) days per person. One (1) week notice of the use thereof 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.

**10.09** : NON-COMPENSABLE LEAVES OF ABSENCE: A teacher granted a leave as herein under defined is not eligible to receive pay or benefits except as defined in Article 10.09.08.

**10.09.01** : Personal leaves may be granted to teachers upon request subject to approval of the Superintendent and the Board of Education. Such leaves are not to exceed one (1) year's duration, and the failure to grant such leave shall not be subject to the grievance or arbitration procedures.

**10.09.02** : Family care leaves may be granted to teachers to care for ill members of the family upon request, subject to the approval of the Superintendent and the Board of Education. 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.

**10.09.03** : **BOARD OF EDUCATION LEAVE:** A leave of absence not to exceed two (2) years may be granted to any teacher on approval of the reasons thereof by the Board of Education. Such leave to be approved must involve activity of the teacher that is directly related to the performance of their duties for the Anchor Bay School District.

**10.09.04** : **MILITARY LEAVE:** In accordance with the requirements of the law, a military leave of absence will be granted to any teacher inducted into the military service.

**10.09.05** : **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.

**10.09.06** : **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.

**10.09.07** : **CAREER OPTION LEAVE:**

**10.09.07.01** : 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 Anchor Bay School District who requests such a leave in writing. This career alternative leave may be utilized in order to pursue an administrative or management position or such other non-teaching career opportunity as the teacher may have available.

**10.09.08** : A person granted any aforementioned leave or child care leave may continue, in accordance with the Consolidated Omnibus Budget Reconciliation Act, (C.O.B.R.A.) Public Law 99-272, Title X, any insurance carried by the Board.

**10.09.09** : **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 effective date of the leave.



**10.09.09.01 :** **ADOPTION LEAVE:** Teacher may be entitled to an adoption leave of up to six (6) weeks for the purpose of caring for and acclimating themselves with their newly adopted child. This leave shall be unpaid. Teacher shall return to their prior position.

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

**10.09.11 :** Leaves granted under Articles 10.09.01, 10.09.02, 10.09.03, 10.09.04, 10.09.05, 10.07, 10.09.09 and 10.09.10 would remain in effect for the balance of the school year. Written notification of intent to return to the system shall be made to the personnel office by the second week of April, prior to the start of the school year. Failure of teachers on such leave to notify the personnel office on or before the second week of April, before the start of the school year shall constitute a voluntary resignation. The personnel office will inform teachers on such leave by certified letter by March 1<sup>st</sup> 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. Any teacher 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 as defined in Article 14.10.

In the event a vacant position is not available, such teacher shall have the right to bump the least senior teacher in the area for which the teacher returning from leave is certified and qualified as defined in Article 14.10. In the event 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 14.10.

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

**10.11 :** **TERMINAL LEAVE:** There shall be no payments made for sick leave days accumulated following June 30, 1974. Any sick leave days accumulated prior to June 30, 1984, will be controlled as follows:

**10.11.01 :** Upon retiring under the provisions of the Michigan Public School Employees Retirement System or under the provisions of the Social Security Retirement Plan, the employee will receive payment for fifty percent (50%) of his unused accumulated sick days at the teacher's current daily wage rate.

**10.11.02** : Upon death, the bargaining unit member'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 \$50.00 per accrued leave day.

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

**10.13** : **SABBATICAL LEAVE:** In order to provide opportunities for maximal professional improvements, Sabbatical Leave shall be available to teacher for forma, full-time study at a recognized college or university.

**10.13.01** : **ELIGIBILITY:** An applicant must possess a Michigan Life, Permanent and/or Continuing Certificate, and must have accrued seven (7) consecutive full years of teaching service in the Anchor Bay School District.

Each applicant must agree to return to service in the Anchor Bay School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of two (2) years, unless physical 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 failure of the teacher to provide such service shall result in the obligation to reimburse the district a proportional part of the salary paid to him during Sabbatical Leave, determined by the fraction of the two (2) years not served following the leave.

**10.13.02** : **LETTER OF INTENT TO APPLY:** Potential applicants submit a Letter of Intent to the Superintendent of Schools at this office, indicating their intention to file a formal application the following semester.

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

**10.13.03** : **FORMAL APPLICATION:** Applicants desiring Sabbatical Leave commencing in September, shall file a formal application for Sabbatical Leave with the Superintendent of School at this office during the work week prior to the Easter Recess.

**Applicants desiring Sabbatical Leave commencing in February shall file a formal application for Sabbatical Leave with the Superintendent of Schools at this office 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 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.**

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

**Consideration shall be given:**

**Assured eligibility.**

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

**The applicant's prior contribution to the Anchor Bay Schools 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 of Education shall grant Sabbatical Leave to as many candidates as are recommended by the Committee for Sabbatical Leave, but not to exceed a number equal to one percent (1%) of the teachers of the school district at the time the leaves are granted.**

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

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

The teacher is responsible to notify the Payroll Office of the place to which his payroll check shall be addressed while he is on leave. Checks will be mailed to that address on or before the regular paydays.

**10.13.06** : 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 state law.

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

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

Such return from Sabbatical Leave, the teacher shall be advanced on the Salary Schedule as though he had been employed as a teacher during the period of Leave and he shall be restored to this former position or to a position of at least comparable nature for which he is certified.

**10.14** : NOTICES FOR SEEKING A LEAVE, RETURNING FROM LEAVE AND RETIREMENT:

**10.14.01** : Failure to abide by the notice provision of section 7.05 shall result in the following sanctions:

**SEEKING A LEAVE – Denial of the leave**

**RETURNING FROM LEAVE – Loss of bumping rights. Teacher will have to await a job opening.**

**10.15 \_\_\_\_\_ :** 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 Family and Medical Leave Act (FMLA) of 1993. 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 prior to the leave.

**\*\*Provided by Section 340.572 of the General School Laws**

## ARTICLE 11

### ACADEMIC RESPONSIBILITY

**11.01** : The teacher must exercise responsibility and prudence while acting within his 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 maturity level of the student and the special circumstances that surround the teacher/pupil learning relationship. The employer agrees to protect the right of teachers and students to gain and test knowledge within the limits of the curriculum.

## ARTICLE 12

### TEACHER EVALUATION

**12.01** : The evaluation process must be done according to the following express procedure so as to assure the fairest and most beneficial evaluation of teachers:

**12.01.01** : By the end of September (or within two weeks for a teacher hired after the start of the school year), the Association shall be notified in writing as to the members to be evaluated for the school year and the administrators who will be evaluating these members. It is understood that unanticipated administrative staffing changes may cause variations in this timeline.

**12.01.02** : Probationary teachers shall be evaluated during the school year. This annual year-end evaluation shall be completed prior to April 1. This evaluation shall be based on three 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 prior to the third. Tenure teachers shall be evaluated at least once, every other three years. All observations of teachers shall be conducted openly and with full knowledge of the teacher.

**12.01.03** : Each classroom observation shall be conducted in person for a minimum of one (1) class period or one (1) lesson presentation.

**12.01.04** : Teacher evaluations shall include results of classroom 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 teacher. No reference should be made unless such conduct has an effect on the teacher's ability to perform as a teacher.

**12.01.05** : The evaluator shall meet with a teacher prior to the evaluation observation for a pre-evaluation conference. Such pre-evaluation conference shall include discussion relating to explanation of the evaluation form, the teacher's explanation of the lesson to be observed, what specific things the evaluator will be looking for, scheduling and methods of observation, and any concerns the teacher may have. It is agreed that this conference will not be used for teacher self-evaluation or evaluation of other staff members.

**12.01.06** : Following the observation, the evaluator shall prepare and submit a written report (using the evaluation form) to the teacher within ten (10) school days of the observation. The evaluator shall also hold a conference with the teacher for the purpose of clarifying the written report within fifteen (15) school days of the observation.

**12.01.07** : If the evaluation includes criticism resulting from the observation, a written memo must be prepared and given to the teacher within five (5) school days of such observation. The evaluator shall inform the teacher of performance area(s) that need to be improved together with suggestions for improvement. A representative of the Association may be present at the conference at the teacher's request.

**12.01.08** : If the teacher 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 teacher's personnel file in the Personnel Office and shall be attached to said evaluation.

**12.01.09** : 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 teacher 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.

**12.02** : In the event a probationary teacher is not continued in employment, the teacher will receive notice that his contract will not be renewed containing the reasons for such non-renewal. The Board will provide a hearing if demand therefore is made. Said demand for hearing must be made within ten (10) work days from receipt of notice that teacher's contract will not be renewed. Said demand shall contain the teacher's basis for objecting to the discharge and any subsequent hearing shall be limited to evidence relating to the reasons for discharge and responses by the teacher. During the hearing, the Board must consider whether the evaluating administrators have properly evaluated said teacher as outlined in Article 12. If the administrators did not follow the procedure as outlined in Article 12, said teacher's contract will be renewed.

**12.02.01** : The Board shall establish the procedure and timing of the hearing. Said hearing however, will be scheduled prior to the end of the school year.



**12.02.02** : The hearing may be conducted by the full Board or a Committee thereof composed of no less than three (3) members.

**12.02.03** : The teacher may request a closed hearing and such request should be made in his/her demand for a hearing.

**12.02.04** : The decision of the Board shall be made within ten (10) days of the conclusion of the hearing.

**12.03** : Each teacher shall have the right to review, upon request, the contents of his own 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 of schools, his designee, the individual teacher's principal, and other personnel in accordance with Board Policy 8320.

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

- 1.) All requests must be made in writing and include the name and address of the person or organization making the request.
- 2.) 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.
- 3.) As soon as possible and before the FOIA request is granted, the administration will meet with the teacher and/or association representatives to review the FOIA request and the documents requested.
- 4.) The Board shall honor all exemptions to the production of documents contained in Section 13(1) of the FOIA.
- 5.) On any documents that may be released under a FOIA request, all exempt material must be redacted.

**12.04** : The Board and Association agree to the establishment of a Professional Growth Committee consisting of two representatives appointed by the Board and two representatives appointed by the Association.

**The Professional Growth Committee shall make recommendations regarding mentor teacher assignments to the District. A mentor teacher shall be 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 member 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 certified teacher. Bargaining unit members 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) Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor teacher 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 teacher.**
- (9) Where possible, the mentor and the mentee shall 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 members who chose to continue in the 2004-2005 and/or the 2005-2006 school years as mentors with the same mentees that they worked with in the 2003-2004 school year, will continue to receive a yearly stipend of \$600 during the remainder of the mentor period, maximum period being no more than two additional years beyond the 2003-2004 school year. Those bargaining unit members who volunteer as mentors for mentees, to whom they have not been previously assigned beginning with the 2004-2005 school year, 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 provided for herein.

**12.05** : The Board of Education agrees to 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.

**ANCHOR BAY SCHOOL DISTRICT  
PRE-OBSERVATION FORM**

**(INCLUDE DESCRIPTORS AND QUESTIONS TO BE ANSWERED /  
DISCUSSED PRIOR TO OBSERVATION)**

**NAME OF TEACHER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CLASS OBSERVED** \_\_\_\_\_ **GRADE LEVEL** \_\_\_\_\_

**TIME** \_\_\_\_\_ **EVALUATOR** \_\_\_\_\_

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May wish to include information/questions from previous district observation form, i.e. Where are you in course (unit, lesson, pages etc.)

1. **CLASSROOM ORGANIZATION AND MANAGEMENT**  
(Planning and preparation for student learning)  
What is your plan for student learning?
2. **RESPONSIBILITY FOR STUDENT CONTROL AND DISCIPLINE**  
(Control/discipline maintained at a reasonable level)  
How will you maintain control of students?
3. **METHODS OF INSTRUCTION**  
(Diversity in strategy(ies) / plans)  
How are you going to present this lesson?  
#2 Previous Form - What teaching/learning activities will be observed?
4. **INSTRUCTION PROGRAM / CURRICULUM SUITABLE TO STUDENT NEEDS**  
(Meets student diversity)  
How will you attempt to meet the needs of all of your students with this lesson?
5. **RELATIONSHIP WITH STAFF, PARENTS & ADMINISTRATION**  
(Participates, communicates, contributes)  
Indicate examples of how you participate and communicate with staff, parents and administrators, thus contributing to the educational environment of the school.

**6. PROFESSIONAL CHARACTERISTICS**

**(Enhances learning environment through growth and knowledge)**

**Cite areas of growth/knowledge which have enhanced your learning environment. (This may be related to your professional growth plan.)**

**7. EVALUATION OF PUPIL PROGRESS**

**(Measures, records and communicates student outcomes)**

**How will you assess student progress? #6 - Previous Form - How are you going to know if the students have learned?**

=====  
=====

**COMMENTS BY EVALUATOR**

**ANCHOR BAY TEACHER EVALUATION**

<b>NAME OF TEACHER</b>	<b>SOCIAL SECURITY NUMBER</b>
<b>BUILDING</b>	<b>TEACHING ASSIGNMENT</b>
<b>STATUS OF TEACHER</b>	
<b>PROBATIONARY ( )</b>	<b>NUMBER OF YEARS</b>
<b>TENURE ( )</b>	
<b>NAME OF EVALUATOR</b>	<b>POSITION</b>
<b>DATES OF PRE-EVALUATION CONFERENCE</b>	<b>DATE(S) / TIMES OF OBSERVATION(S)</b>
<b>DATES OF POST OBSERVATION CONFERENCE(S)</b>	<b>DATE OF POST EVALUATION CONFERENCE</b>

**ANCHOR BAY SCHOOL DISTRICT  
TEACHER EVALUATION**

**(FINAL EVALUATION COPY)**

<b>NAME OF TEACHER</b>	<b>SCHOOL</b>
<b>TEACHING ASSIGNMENT</b>	<b>GRADE LEVEL</b>

1.        **CLASSROOM ORGANIZATION AND MANAGEMENT**
  
  
  
  
  
  
  
  
  
  
2.        **RESPONSIBILITY FOR STUDENT CONTROL AND DISCIPLINE**
  
  
  
  
  
  
  
  
  
  
3.        **METHODS OF INSTRUCTION**
  
  
  
  
  
  
  
  
  
  
4.        **INSTRUCTION PROGRAM/CURRICULUM SUITABLE TO STUDENT NEEDS**

5. RELATIONSHIP WITH STAFF, PARENTS & ADMINISTRATION

6. PROFESSIONAL CHARACTERISTICS

7. EVALUATION OF PUPIL PROGRESS

=====  
=====

COMMENTS BY EVALUATOR



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**PROBATIONARY TEACHER**

**OUTSIDE TENURED TEACHER**

\_\_\_ Recommend 2nd year of 4 year Probation Probation

\_\_\_ Recommend 2nd year of 2 year

\_\_\_ Recommend 3rd year of 4 year Probation

\_\_\_ Recommend for Tenure

\_\_\_ Recommend 4th year of 4 year Probation Renewal

\_\_\_ Not Recommended for Contract

\_\_\_ Recommend for Tenure

**DISTRICT TENURED TEACHERS**

\_\_\_ Not Recommended for Contract Renewal

\_\_\_ Recommended for Contract Renewal

\_\_\_ Not Recommended for Contract Renewal

**An Individual Development Plan  
will be implemented.**

\_\_\_\_\_  
Evaluator Signature

Date

\_\_\_\_\_  
Teacher Signature

Date

Signature does not denote that I agree or disagree; only that I have read and received a copy of this evaluation.

Number of Copies: \_\_\_

Where Filed: \_\_\_\_\_

**INDIVIDUAL DEVELOPMENT PLAN**

**GOAL:**\_\_

<b>OBJECTIVES</b>	<b>STRATEGIES</b>	<b>OUTCOME</b>	<b>DATE</b>

## PLAN FOR PROFESSIONAL GROWTH

We believe that learning is a life-long process. A plan for professional development requires research, thoughtful discussion, strategies for support and monitoring. While this plan is non-binding, it is an outline for potential future growth.

GOAL	OBJECTIVE	TIME LINE

## ARTICLE 13

### PROFESSIONAL BEHAVIOR

**13.01** : Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board, which are not inconsistent with the provisions of 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. The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected teacher will be notified in writing of alleged violations together with suggested corrections for improvement.

**13.03** : A teacher shall be asked whether or not he desires to have present a representative of the Association when he is being reprimanded, warned, or disciplined. However, if the teacher'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, representatives shall be present at a later formal discipline, discussion or conference to be held as soon thereafter as practicable. If a teacher does not desire an Association Representative to be present, a form indicating this will be provided.

**13.04** : No teacher shall be disciplined or receive a reprimand which would result in suspension, or reduction in compensation without just cause. Filing for a tenure hearing shall automatically terminate and abandon any and all rights of the employee, or the Association, under the grievance or arbitration procedure herein, in accordance with 21.12. This provision shall not apply to probationary teachers.

## ARTICLE 14

### REDUCTION IN PERSONNEL

**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.

**14.02** : The Association, however, recognizes that the decision of the Board as to whether there shall be layoffs is final.

**14.03** : Seniority for teaching shall be based upon the teacher's experience in the Anchor Bay School 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.

**14.03.01** : No later than sixty (60) days following the ratification of this agreement, and by every February 1st thereafter, the employer shall prepare a seniority list containing the hiring date, certifications, endorsements and seniority in years and fractions thereof.

**14.03.01.01** : To determine the seniority of teachers hired on the same day, prior to 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 subsequent to the fall 1997 lottery.

**14.03.01.02** : 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 the previously stated tie, the time and date stamped on the bargaining unit member's contract as kept in the Personnel Office which indicates the time and date said contract was signed by the bargaining unit member, pending Board approval of the hiring.

**14.03.01.03** : 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 are any mistakes, said bargaining unit member must report such within ten (10) work days of the date the list is given to the Association.

**14.03.01.04** : 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 prior to August 15th to be considered for a vacated position. If such certification is not achieved, the teacher shall not be employed for the vacated position.

**14.04** : In the event of a layoff, the order of reduction shall be as follows:

**14.04.01** : In the event of a layoff, the order of reduction shall be: first, temporary employees; next, probationary teachers according to seniority, certification and qualifications in the district; and next, tenure teachers according to seniority, certification and qualifications in the district in accordance with the following procedure:

**14.04.01.01** : The Superintendent or his designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days prior to the meeting at which the Board will consider proposed layoffs for the purpose of discussing and reviewing the proposed layoffs and related matters.

**14.04.01.02** : The Superintendent or his designee shall identify the lowest seniority teachers on the seniority list equal in number to the number of positions proposed to be eliminated. Low seniority teachers so identified, who are assigned to a position to be eliminated, shall be laid off by the Board.

**14.04.01.03** : Teachers who are assigned one of the positions proposed to be eliminated and who are not identified as one of the low seniority teachers in accordance with Subparagraph .02 above, shall be ranked in the order of their seniority. In a bid meeting, starting with the highest senior teacher from this ranking, each teacher in turn shall select a position from the positions vacated by the lowest senior teachers. This process will be repeated for each teacher in order of seniority in accordance with this section, provided the affected teacher is certified and qualified for the position.

**14.04.01.04** : If no positions exist for teachers who have been ranked and identified under Subparagraph 14.04.01.03, such teacher or teachers shall be laid off. The district shall notify said bargaining unit members 60 days prior to effective date of layoff.

**14.04.01.05** : In the event that the above procedures result in the potential layoff of a teacher who has more seniority as determined from the seniority list, but excluding teachers on the recall list from prior layoffs, the Superintendent or his designee shall make reassignments of teachers according to certification and qualifications if such reassignments will result in the retention of such teacher, subject to certification and qualifications.

**14.04.02** : In no case shall a more senior teacher be laid off when there is a less senior teacher in a position for which the more senior teacher is certified and qualified.

**14.05** : **RECALL PROCEDURE:** Recall shall be done on the basis of Anchor Bay seniority as defined in 14.03.

The Board of Education and Local I herewith agree that no positions shall become vacant as long as there are people on layoff status who are certified and qualified to be recalled to an available position.

Further, both parties agree that the Board of Education will make all transfers necessary to prevent layoffs of teachers presently employed.

This Letter of Understanding is applicable only when we are in a layoff mode.

**14.05.01** : The most senior laid off teacher may select any open position for which he/she is certified and qualified.

**14.05.02** : If the most senior laid off teacher is not certified or qualified for any open position, he/she may be passed over for a less senior person on the recall list.

**14.05.03** : If no one on the recall list is certified and qualified for an open position, forced transfer of employed teacher(s) to the position will occur to permit the recall of a laid off teacher. Such a forced transfer will be done in such a manner that, whenever possible, the least senior employed teacher that will facilitate the return of any teacher on the recall list is the one reassigned. Such transfer shall not be subject to the grievance procedure.

**14.06** : It is intended that this article takes precedence over and governs the individual employment contract of the teacher, and said individual employment contract is specifically conditioned upon this article.

**14.07** : Any laid off teacher 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 teacher fails to accept the offered full-time position, such teacher shall be dropped from the recall list.

**14.08** : It is the responsibility of the laid off teacher to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.

**14.09** : A laid off teacher shall retain recall rights for a period of one (1) year following the layoff. However, such teacher shall continue to remain on the layoff list, provided he/she has notified the Board of their availability by certified letter prior to February 1st for each successive year.

**14.10** : A teacher shall be deemed qualified under this article if she/he has appropriate certification for the assignment and must meet any applicable North Central requirements for grades 9 through 12. In the case of seventh or eighth grade assignments, the teacher must have a minimum of a minor or twenty-four (24) semester hours in the subject area. Further, in the case of art, music, and physical education in grades K-6, the teacher must have a minimum of a minor or twenty-four (24) semester hours in the subject area. Qualifications for special education and special area positions shall be deemed to include applicable state and federal requirements for such positions.

**14.10.01** : Teachers who were employed by the district in 1982-83, and who do not possess a minimum of 24 credit hours or a minor in two areas of teaching assignment at the junior high level, may apply for reimbursement and shall be reimbursed for up to \$100 per credit hour in the year 1993-94 and/or 1994-95 for tuition for courses completed to meet the minimum requirement of 24 hours or a minor in a junior high area of assignment. Provisions of 14.10.01 of the expired 1991-1993 agreement shall remain in until the end of the 1994-1995 school year.



## 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 word "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 they will post 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 the agreement and that all teachers involved shall return forthwith to their regular duties.

**15.03 :** Members of the bargaining unit 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 agrees they will not lock-out during the term of this contract.

**ARTICLE 16**

**SPECIAL AND STUDENT TEACHING**

**16.01** : If the Board of Education of the Anchor Bay School District establishes a Special or Student Teaching Program in conjunction with a university or college, conditions of this program shall be governed by the Manual for Directed Teaching, a guide for use by supervising teachers and student teachers that was developed by the Joint Professional Study Council during the 1969-70 school year, and subsequently agreed upon by the Contract Review Committee.

**16.02** : Necessary changes to the Manual for Directed Teaching shall be reviewed, modified, altered, updated, and mutually agreed upon by the Contract Review Committee.

**16.03** : 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" which is attached to and incorporated in this agreement. Such Salary Schedule shall remain in effect during the designated periods.

**17.01.01** : 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.

**17.01.02** : Except as expressed in other sections of the contract, 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.

**17.01.03** : 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.

**17.01.04** : A full time teacher's hourly rate shall be determined by dividing the daily rate by six (6).

**17.02** : The Salary Schedule is based upon the regular school calendar year during the contract period and the normal teaching assignment as defined in this agreement.

**17.03** : Teachers involved in extra-duty assignments shall be compensated as set forth in Appendix B-1, B-2 attached hereto and incorporated in this agreement.

**17.04** : Teachers, required in the course of their work to drive personal cars from one school to another, shall receive a car allowance of twenty cents (20¢) per mile; subject to upward change at the discretion of the Board. The same allowance shall be given for use of personal cars when in transit for field trips or other district business. The Board shall provide liability insurance protection for teachers when their personal cars are used as provided in this section.

**17.05** : Any teacher employed for the school year 1972-1973, or thereafter, may be given credit on the salary schedule set forth in Appendix "A" for up to five (5) full years of outside experience in any recognized school district. Teachers employed for prior years shall continue to be controlled by contract language in effect in the 1971-1972 agreement.

**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** : Teachers employed for the school year 1972-1973, or thereafter, shall be given no credit on the salary schedule set forth in Appendix "A" for prior military service. However, teachers employed prior to that time shall be controlled by the contract language in effect in the 1971-1972 agreement.

**17.07** : Fringe benefits for teachers working less than a full-time job shall be prorated whenever applicable 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.

**17.08** : Payment of sixty dollars (\$60.00) for 1997-98, seventy dollars (\$70.00) for 1998-99 and eighty dollars (\$80.00) for 1999-2000 for each year of service in the district shall be made following the year in which the degree teacher reaches the maximum on the salary schedule.

**17.09** : The Vocational Education salary schedule in Appendix A-1 applies to any non-degree teacher personnel in the district.

**17.10** : Any non-teacher initiated field trip which occurs on a weekend shall be compensated for at no less than twenty-five and no/100 dollars (\$25.00) per day per teacher.

**17.11** : The school nurse is not required to work beyond the regular school day on records and reports mandated by agencies other than the school.

**17.12** : 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 their teaching assignment. This released day shall be following the 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.

**17.13 \_\_\_\_\_: Retroactive pay will be limited only to salaries as expressed in Appendix "A" beginning August 30, 1982.**

## ARTICLE 18

### INSURANCE PROTECTION

#### 18.00 :

Effective as soon as September 1, 2006 as possible, all members who have selected health insurance coverage through the District will be under Choice II with the \$10/\$20 drug card. The remaining aspects of the fringe benefits provided in Article 18 will remain unmodified, except as stated on page 18-2. It is further agreed that in the event that during the life of 2009-2011 Agreement MESSA make available additional options to those currently available that could result in premium savings, the parties will meet to discuss these options.

The Dental, Optical, Life and Long Term Disability insurances provided during 2001-2004, will continue for 2009-2011, except that the amount of the LTD maximum benefit is agreed to be increased as of the beginning of the 2006-2007 school year from \$2500 to \$4000 per month with all other preset conditions but the maximum monthly benefit continuing as under the 2001-2004 Agreement.

If MESSA PAK is discontinued at the end of any contract year, coverage for Life, Dental, Optical and LTD will be no less than the 1995-96 coverages provided by Co Op Optical, SET/UNUM/North American Life. MESSA Health Insurance will remain in place for the life of the contract subject to the above.

**Plan A - EMPLOYEES ELECTING MESSA HEALTH INSURANCE**

**HEALTH**

**CHOICES II**

(Includes \$5,000 AD & D Basic Term Life)

\$10/\$20 drug

\$100/\$200 deductible

\$10/\$25/\$50 office visits

**LTD**

66 2/3%

\$2,500 Monthly Maximum Benefit until 2006-07 when it becomes \$4,000

90 Calendar Day Modified Fill

Freeze on Offsets

Alcohol/Drug Waiver

Same as any other illness

Mental/Nervous Waiver

Same as any other illness

**LIFE INSURANCE**

\$40,000 with AD & D

**VISION**

VSP-2

**DELTA DENTAL**

80/80/80:

\$1,300 or

50/50/50:

\$1,000

\$1,000 Maximum for Class I & II

**Plan B - EMPLOYEES NOT ELECTING MESSA HEALTH INSURANCE**

**LTD**

66 2/3%

\$2,500 Monthly Maximum Benefit until 2006-07 when it becomes \$4,000

90 Calendar Day Modified Fill

Freeze on Offsets

Alcohol/Drug Waiver

Same as any other illness

Mental/Nervous Waiver

Same as any other illness

**LIFE INSURANCE**

\$60,000 with AD & D

**VISION**

VSP-3

**DELTA DENTAL**

100/90/90:

\$1,500 or

50/50/50:

\$1,000

\$1,000 Maximum for Class I & II

**DEPENDENT LIFE**

\$10,000 Spouse / \$5,000 Children

**18.01 : LIFE INSURANCE: Upon completion of required insurance company forms, by the teacher, 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:**

**FY 2004-2005 - FY 2006-2011**

**\$50,000.00**

**18.02 : HEALTH INSURANCE: The Board of Education shall have the right to select either MESSA or Blue Cross/Blue Shield as carrier or administrator, to provide the major health care program. The Board and the Association agree that the coverages to be offered shall include the following: Comprehensive Hospital Core Certificate - Semi-private Room, MVF 2 Preferred Group, Prescription Drug Group - \$10/\$20 Co-pay, Master Medical Supplemental Benefit Plan Option IV, plus the following riders and understanding:**

- 1.) DNM 365 Days Mental Nervous 365**
- 2.) CC Convalescent Care - Full Skilled**
- 3.) OPC 90% Coverage for Outpatient Psychiatric with no yearly and no lifetime dollar max - 50 Visits**
- 4.) XF Exact Fill - Retiree over 65**
- 5.) ML Member Liability - Eliminates deductible for Lab fees and X-rays and other diagnostic services.**
  
- 6.) FAE-RC First Aid Emergency - Reasonable/Customary**
- 7.) RPS Routine Pap Smear - 100% payment for annual pelvic and pap smear**
- 8.) AS-1 Ambulance Service (Local, Long Distance and IR) When medically necessary and the service is provided by the hospital. Private ambulance service fees to and from the nearest hospital equipped to furnish treatment necessitated by medical condition.**
  
- 9.) EF Medicare Fill over 65**
- 10.) RECIPROcity Payment - Out-of-State Claims**
- 11.) COB Coordination of Benefits**
- 12.) FC/DC Continuation of Coverage 19-25 / Dependent or Nondependent child. Test is majority support.**
  
- 13.) SD Sponsored Dependent**
- 14.) HCB Hospice Care**
- 15.) MMCPD Paid Drugs**
- 16.) SATII Substance Abuse Treatment - Same as any other condition.**
- 17.) PCD-FPP Provides contraceptive devices**



18.) PCD-CM	Provides contraceptive medications
19.) SOT	Transplant heart, heart/lung, liver, pancreas (Pre-Ex)
20.) PA-M	Procurement Fitting of Prosthetic for Mastectomy Patients
21.) PA	Prosthetic Appliances
22.) PCES-1	Second opinion on Elective Surgery
23.) PCES-2/3	Second Opinion on Certain Surgeries
24.) DT/120	Extends Hospitalization to 365 Days
25.) PTM/1	Extends Hospitalization to 365 and increase TB and Mental Nervous Inpatient to 120 Days.
26.) 4.0 NSI-PD	Paid Needles and Syringes for Insulin
27.) COMP-SEMI	Semi-Private Room
28.) VSI	Voluntary Sterilization (Male & Female)
29.) MAMMOGRAPHY RIDER	Cancer Screening
30.) WEIGHT LOSS	Medically Prescribed
31.) CHIROPRACTIC COVERAGE	Extended visit privilege subject to the same terms and conditions of reasonable and customary of the existing benefit structure; for chronic care extended to three visits per month.

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 days of ratification of this Agreement. It is the intention of the parties that the major health care program shall provide no less coverage than that provided during the 2006-2007 school year under MESSA Choices II. In the event of a conflict between the specific coverages provided herein and the express intention of the parties, the specific coverages shall control.

**18.03 \_\_\_\_\_ :** **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 she chooses, can pay the premiums and still be covered under the group plan for the duration of the leave.

**18.04 \_\_\_\_\_ :** 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.

**18.05 \_\_\_\_\_ :** L.T.D.: 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 sixty-five percent (65%) of the employee's salary to a maximum amount of two thousand dollars (\$2,000.00) in 1987-88, and two thousand five hundred dollars (\$2,500.00) in 1988-90, four thousand dollars (\$4,000.00) in 2006-07, 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 years, if the member remains disabled.

**18.06 \_\_\_\_\_ :** 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 18.02. 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
<b>Orthodontic Expense Insurance</b>		
Percentage	50%	
Deductible Amount	\$50.00	
Lifetime Maximum Benefit	\$1,500.00	

**18.07 \_\_\_\_\_:** 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 agrees to post notice of insurance company application requirements. It is understood, however, by both parties that said insurance coverage shall begin in September of each year and continue for a minimum of a full twelve (12) month period provided the teacher is employed by the Anchor Bay School District for a full school year.

**18.08 \_\_\_\_\_:** If health insurance coverage provided by the Board carries multiple plans such as single, couple 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 separate plans from one carrier as long as the maximum allowable coverage can be derived from one plan.

**18.09 \_\_\_\_\_:** NATIONAL HEALTH INSURANCE SEVERABILITY CLAUSE: If a national health insurance program is instituted by action of Congress or any government agency during the life of this agreement, the parties hereto shall meet to renegotiate this Article.

**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 hereto 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 contract and agreement, the Board shall provide a paid Optical Insurance Program by a carrier of the Board's choice for the 1987-88 contract year.

- 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 BENEFITS:** 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., for the 1995-96 and 1996-97 school years.

**18.12 :** 125 PLAN / IRS PROVISIONS: The Anchor Bay School District shall provide a cash option in lieu of health insurance. The cash amount shall be \$750.00.

The Board shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code upon ratification of this agreement. Said Plan Document shall be approved by the Association. Provisions for 125 Plan prepay 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 members to a tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member 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 Anchor Bay School District.

**18.13 :** 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.

**18.14 :** In the event that during the life of the 2009-2011 agreement, MESSA makes available additional options to those currently available that could result in premium savings, the parties will meet to discuss these options.

## ARTICLE 19

### STUDENT DISCIPLINE AND TEACHER PROTECTION

**19.01** : Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect 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 pupils 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 such student from class. The teacher will send for the principal or his designee who will escort the student to the office. At that time, the teacher shall provide the principal or his designee with a completed student disciplinary form. In the event further information is required, the teacher will furnish the principal or his designee with full particulars on a form to be provided by the school 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 his designee shall occur no later than two (2) work days following the formal report, at which time the principal or his 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 utilized 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 case of 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. In the event that the Board feels that the action of the teacher does not involve misconduct on his part, the Board agrees to provide adequate and complete legal counsel to defend said 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 Liability Insurance Policy.

**19.06** : Information resulting from a complaint by parents or students directed toward a teacher shall not be included in such teacher's permanent, personnel file, nor shall such teacher be subject to any action until such matter is brought to the attention of the teacher and the teacher is given an opportunity to reply thereto. In the event that disciplinary action is taken, the teacher and the Association will be provided with a written statement as to the discipline imposed and the reasons therefore.

**19.07** : If the situation warrants such action, a teacher may protect himself, a fellow teacher or administrator, or a student, from attack, physical abuse, or injury.

**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 of Education and the Anchor Bay Education 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 of Education.

**20.02** : There may be system-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, prior to 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 his designee, and 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 of Education.

The parties agree that the Joint Professional Instructional and Curriculum Council composition as described in Article 20.03 will be expanded to allow participation of at least one administrator or ABEA 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 MEA-NEA Local I 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. In the event that the recommendations cover a subject matter that is to be acted upon by the Board of Education, 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 \$350, which may be pro-rated among staff members.



**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. The amount of this reimbursement shall be renegotiated for successor contracts.

## 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 paragraph 13.02. The non-renewal of a probationary teacher's contract may be the subject of a grievance, which shall not proceed beyond Step 4 of the grievance process. However, the discharge or termination of service before the expiration of a probationary teacher's contract is a proper subject for grievance under this article.

**21.02** : The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or appeal a School Board answer within the particular specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the School Board's last answer, if any. In the event the School Board shall fail 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 School Board's grace period for answering.

**21.03** : All specified time limits herein 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 prior to said hearing, and that all persons are needed. In the event that 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 School Board notices relating to rules and regulations, which are not in conflict with this agreement, shall be considered as binding the Association and all members of the bargaining unit. Settlement of delay grievances, as provided, shall not be retroactive to any date prior to the date of filing.

**21.05** :           **STEP ONE:** Any employee, having an alleged but timely grievance as hereinabove defined, 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:** In the event 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 his designee. The appeal shall be in writing and shall be accompanied by a copy of the original grievance, and the decision of Step One, if one was given.

**21.07.01** :           Within ten (10) work days after receipt of the appeal, the Assistant Superintendent shall commit his 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 his 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 the current applicable rules and regulations of said Association, 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 the Collective Bargaining Agreement. If the grievance sought to be arbitrated is not specifically covered by this agreement, then said arbitrator shall have no authority in connection therewith. Said arbitrator shall be conducted under the auspices of the American Arbitration Association, and the conduct of said hearing shall be controlled by the rules of said Association. 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 said arbitrator does not exceed his authority as provided herein, his decision shall be final and binding on the Association, and all members of the bargaining unit and the employer.

**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 President of the Association or his/her designee may take the matter up with the Assistant Superintendent for Business Affairs or his 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 prior to the signing of this Agreement.

**21.12** :           The Board and Association reaffirms 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 contract. If an employee, group of employees, or the Association seeks to pursue any remedy outside this contract, 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** :           It is understood between the parties that only the Association and not an individual member has the right to proceed to arbitration.

## 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 the Master Agreement.

**22.03** : The agreement shall supersede any rules, regulations, or practices of the Board which shall be 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** : Copies of the agreement shall be printed and the expenses shall be assumed by the Board after the agreement is reached. Copies shall be provided to each teacher now employed or afterward employed by the Board. Thirty (30) additional copies shall be provided to the A.B.E.A. - M.E.A./N.E.A., Local 1, at the expense of the Board. Additional copies may be purchased at cost from the Board of Education.

**22.05** : 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.

**22.06** : Athletic facilities of the district shall be available to staff members on Monday through Friday when such facilities are not in use. Any staff member 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 school 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.

**22.07** : 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 on the State Police L.E.I.N. System (Law Enforcement Information Network) as soon as possible, then the following provisions for teachers' pay will prevail:

**22.07.01** : 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.

**22.07.02** : The school 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.

**22.07.03** : In the event that pupil instructional days have been canceled due to conditions not within the control of the Anchor Bay Board of Education, instructional days shall be rescheduled to comply with 1984 P.A. 239. The make-up of instructional days shall be undertaken only as necessary for the school district to qualify for full state aid. In order 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 1984 P.A. 239 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 upon 185 days of work 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.

3. If 1984 P.A. 239 is modified or repealed so as not to require rescheduling of student days, this article shall be null and void.

**22.08** : 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 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. It is understood and agreed by the parties hereto that there will be no disciplinary action for the failure of a teacher 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.

**22.09** : Title I Summer Program: In the event the school district receives an authorized Federal Title I Grant which results in a Title I Summer Program, job openings shall be posted and shall state the duration of the program, the hours to be worked, the salary to be paid, and the certification required to teach the subject. Regular members of the Anchor Bay staff qualified for the openings posted, shall have preference in employment over outsiders in the Title I Program.

**22.10** : 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.

**22.11** : Public School Academy: In the event 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 the said Public School Academy operates or before implementation of such an agreement, the District will enter into negotiations with the Association concerning the impact of same on the members of the Association.

**22.12** : If the state requirements for minimum days and hours of pupil 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. It is the intent of the parties that no additional days will be scheduled other than the minimum required to receive full state aid.



## 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 prorated.

**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.
- (B) No evaluation or discipline will result due to participation or nonparticipation in the school improvement committee.

DURATION OF AGREEMENT

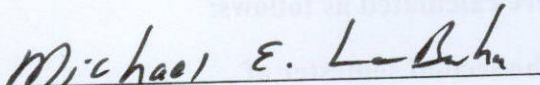
25.01 : This agreement shall be and continue in full force until August 31, 2011, and shall not continue thereafter unless that parties hereto agree to such extension in writing.

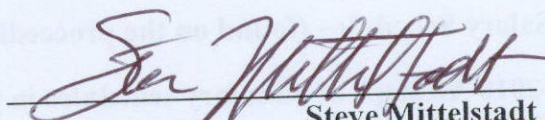
25.02 : In witness whereof:

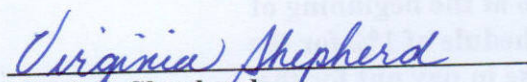
The parties hereto have executed this agreement by their fully authorized representatives on the 26th day of August, 2009.

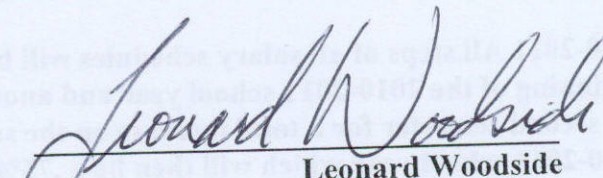
M.E.A./N.E.A., LOCAL 1

BOARD OF EDUCATION  
ANCHOR BAY SCHOOL DISTRICT

  
Michael LaBuhn  
President MEA/NEA, Local 1

  
Steve Mittelstadt  
President

  
Virginia Shepherd  
President, A.B.E.A.

  
Leonard Woodside  
Superintendent

## MASTERS SALARY QUALIFICATIONS

1.) The dollar differences between the MA, MA15, and the MA30 salary schedules at the end of 2003-2004 at each step on each schedule shall remain the same during the life of the 2004-2007 agreement as each step of each of these schedules is calculated for each year of the contract period. The current dollar differences are:

	1	2	3	4	5	6	7	8	9	10	11
MA15	756	813	856	906	960	1016	1074	1136	1203	1282	1361
MA30	2644	2845	3000	3172	3356	3556	3760	3978	4213	4485	4763

To qualify for these additional lanes, the hours must be post Master's Degree courses. They may be undergraduate hours in the teacher's area of teaching with pre-approval from the Superintendent or his/her designee or graduate level classes in the teacher's area of teaching.

To qualify for the higher educational level of the MA degree or salary lanes beyond the MA, an official transcript shall be provided to the Superintendent's office on or before the end of the first semester. The salary adjustments shall be made effective the date the transcript is provided.

### SALARY SCHEDULE FORMULA

The Salary Schedule~ (found on the proceeding page) are calculated as follows:

**2009-2010** All steps of all salary schedules in place for the second semester of the 2008-2009 school year shall be increased as of the beginning of the 2009-2010 school year by 1%. The 1% lump sum payment due under the 2006-2009 contract will be paid no later than January 31, 2010.

**2010-2011** All steps of all salary schedules will be increased by .5% at the beginning of the 2010-2011 school year and another .5% at the beginning of the second semester for a total increase on the salary schedule of 1% for the 2010-2011 school year which will then be a .75% increase in pay out for the year.

## APPENDIX A-1

**ANCHOR BAY SCHOOL DISTRICT  
TEACHER SALARY SCHEDULES  
SCHOOL YEARS 09/10 AND 10/11**

<b>2009-2010</b>											
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>BA</b>	\$39,118	\$42,178	\$44,561	\$46,939	\$49,399	\$51,992	\$54,796	\$57,741	\$60,931	\$64,418	\$67,526
<b>MA</b>	\$42,965	\$46,237	\$48,766	\$51,542	\$54,546	\$57,789	\$61,099	\$64,657	\$68,467	\$72,886	\$77,407
<b>MA+15</b>	\$43,721	\$47,050	\$49,622	\$52,448	\$55,506	\$58,805	\$62,173	\$65,793	\$69,670	\$74,168	\$78,768
<b>MA+30</b>	\$45,609	\$49,082	\$51,766	\$54,714	\$57,902	\$61,345	\$64,859	\$68,635	\$72,680	\$77,371	\$82,170
<b>ND</b>	\$31,292	\$33,740	\$35,647	\$37,550	\$39,519	\$41,596	\$43,838	\$46,195	\$48,739	\$51,534	\$54,021

<b>2010-2011</b>											
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>BA</b>	\$39,411	\$42,494	\$44,895	\$47,291	\$49,770	\$52,382	\$55,207	\$58,174	\$61,388	\$64,901	\$68,033
<b>MA</b>	\$43,287	\$46,583	\$49,131	\$51,928	\$54,955	\$58,222	\$61,558	\$65,142	\$68,981	\$73,433	\$77,987
<b>MA+15</b>	\$44,043	\$47,396	\$49,987	\$52,834	\$55,915	\$59,238	\$62,632	\$66,278	\$70,184	\$74,715	\$79,348
<b>MA+30</b>	\$45,931	\$49,428	\$52,131	\$55,100	\$58,311	\$61,778	\$65,318	\$69,120	\$73,194	\$77,918	\$82,750
<b>ND</b>	\$31,527	\$33,993	\$35,914	\$37,832	\$39,815	\$41,908	\$44,167	\$46,542	\$49,104	\$51,921	\$54,426

## COST OF LIVING ADJUSTMENT (C.O.L.A.)

Each teacher shall receive a cost-of-living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (C.P.I. All Items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 100) and hereafter referred to as the C.P.I. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase ---rounded to the nearest one-tenth of one percent of the C.P.I., multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the C.P.I. of April of the previous year from the C.P.I. of April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the C.P.I. of April of the previous year. The resulting amount of money shall then be paid rounded to the nearest \$1.00 to each teacher no later than the second pay in June. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule. The maximum amount of the percent increase which shall be paid under terms of the Cost-of-Living Adjustment provision shall not exceed zero (0) percent for the 2009-11 contract years.

EXTRACURRICULAR COMPENSATORY ACTIVITIES

FY 2009/2010 – FY 2010/2011

ATHLETICS

HEAD COACH	PERCENT
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 Assistant)	8.0
Football (8 <sup>th</sup> Grade)	7.0
Football (8 <sup>th</sup> Grade Assistant)	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

**APPENDIX B-1**

**EXTRACURRICULAR COMPENSATORY ACTIVITIES - continued**

**FY 2009/2010 – FY 2010/2011**

<b>Tennis (Middle School)</b>	<b>3.5</b>	
<b>Wrestling (Jr. Varsity)</b>	<b>9.0</b>	
<b>Wrestling (9th Grade)</b>	<b>7.0</b>	
<b>Wrestling (Middle School)</b>	<b>4.5</b>	
<b>Track (Jr. Varsity Head)*</b>	<b>7.0</b>	
<b>Track (7<sup>th</sup> &amp; 8<sup>th</sup> Grades)</b>	<b>7.0</b>	
<b>Track (Ass't. Middle School)</b>	<b>3.5</b>	
<b>Cheerleaders (Varsity)</b>	<b>7.5</b>	
<b>Cheerleaders (Jr. Varsity)</b>	<b>7.0</b>	
<b>Cheerleaders (9th Grade)</b>	<b>5.5</b>	
<b>Cheerleaders (8th Grade)</b>	<b>5.5</b>	
<b>Cheerleaders (7th Grade)</b>	<b>5.5</b>	
<b>Intramurals (Middle School)*</b>	<b>6.5</b>	
<b>Intramurals (Elementary)*</b>	<b>3.5</b>	
<b>Volleyball (Jr. Varsity)</b>	<b>9.0</b>	
<b>Volleyball (7<sup>th</sup> Grade)</b>	<b>7.0</b>	
<b>Volleyball (8<sup>th</sup> Grade)</b>	<b>7.0</b>	
<b>Volleyball (9th Grade)</b>	<b>7.0</b>	
<b>Softball (Jr. Varsity)</b>	<b>8.0</b>	
<b>Softball (9th Grade)</b>	<b>7.0</b>	
<b>Soccer J.V.</b>		<b>8.0</b>
<b>Pom Pon (High School)</b>	<b>7.0</b>	
<b>Pom Pon (Assistant H.S.)</b>	<b>3.5</b>	
<b>Pom Pon (Middle School)</b>	<b>3.5</b>	

**\*Refers to boys' and girls' programs.**

**APPENDIX B-1a**



**EXTRACURRICULAR COMPENSATORY ACTIVITIES**

**FY 2009/2010 – FY 2010/2011**

**NONATHLETIC**

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

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

**APPENDIX B-2**

FY 2009/2010 - FY 2010/2011

**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-3**

# EXTRACURRICULAR ASSIGNMENT

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, 9<sup>th</sup> 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 who switch to a different gender team in the same sport retain their seniority and pay level in that 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. Coaches who switch to a different gender team in the same sport retain their seniority and pay level in that sport.

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-2 of the current agreement between MEA-NEA Local 1 and Anchor Bay.

\_\_\_\_\_  
Coach/Sponsor

\_\_\_\_\_  
Director

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-4**

# **Appendix C – Letters of Understanding**

## **Table of Contents**

<b><u>Appendix</u></b>	<b><u>Subject</u></b>
<b>C-1a – C-1c</b>	<b>Compensatory Time</b>
<b>C-2</b>	<b>Masters Plus</b>
<b>C-3</b>	<b>Class Size</b>
<b>C-4a – C-4b</b>	<b>Non-Athletic Extra Curricular</b>
<b>C-5</b>	<b>Communication</b>
<b>C-6a – C-6b</b>	<b>Personal Day Conversion</b>
<b>C-7</b>	<b>No Child Left Behind</b>
<b>C-8</b>	<b>Special Education Overload</b>
<b>C-9</b>	<b>Secondary Duty Free Lunch</b>
<b>C-10</b>	<b>Long Term Disability Leave</b>
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<b>C-12</b>	<b>School Closings</b>
<b>C-13</b>	<b>Curriculum Development</b>
<b>C-14</b>	<b>Involuntary Transfers</b>
<b>C-15</b>	<b>Health Care</b>
<b>C-16</b>	<b>Calendar 2006-2009</b>
<b>C-17</b>	<b>Fingerprinting</b>
<b>C-18</b>	<b>“Shared Time”</b>
<b>C-19</b>	<b>ROTC</b>
<b>C-20</b>	<b>Statement of Intention as Effect of Letters of Understanding</b>

## LETTER OF UNDERSTANDING

between

MEA/NEA Local 1, Anchor Bay Education Association

and

Anchor Bay Board of Education

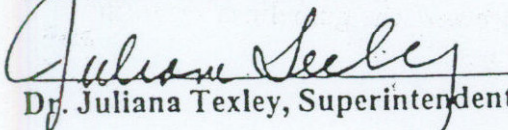
### COMPENSATORY TIME

During the normal work year for bargaining unit employees, special circumstances arise when it appears that the best interest of the school district may require a member to work beyond the normal contract requirements. With prior administrative approval, a bargaining unit member who works beyond normal contractual requirements may accumulate compensatory time. Compensatory time will be governed by the following guidelines:

1. Prior administrative approval is required before compensatory time can be accumulated. Only units of thirty minutes or more may be logged.
2. The guidelines for the use of compensatory time are as follows:
  - a. Hours earned from the beginning of the school year to November 30 must be used by the end of the first semester;
  - b. Hours earned from December 1 to the end of the school may be used in the second semester;
  - c. Hours earned at any time in the first semester may be used in the second semester if application is made by the bargaining unit member and approval is granted by the Superintendent in the first semester;
  - d. No more than eighteen (18) hours of accrued time may be used for compensatory time in any one semester;
  - e. Accumulated compensatory time over three (3) hours may be used at a time that will be mutually agreed upon by the appropriate administrator and bargaining unit member. Should the two parties be unable to mutually agree on the dates to use compensatory time, the matter will be referred to the Superintendent for resolution;
  - f. Requests for compensatory time must be made no fewer than seven (7) work days in advance of the requested date;
  - g. Central Office response to each request will be made within three (3) days of receipt of such request by the Central Office. Denial of a specific date will be accompanied by a reason. The member may resubmit the request with an alternate date.

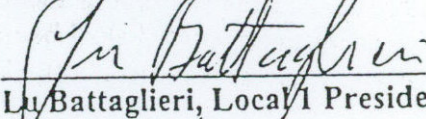
3. Unused accrued time up to 36 hours may be
  - a. Traded for leave time used previously in the school year. This designation must be made on the District leave time form distributed to members in May.
  - b. Paid, at the end of the school year, at the rate of \$50 per six (6) hours of earned time
  
4. A form will be used to maintain an accurate record of compensatory time earned. This compensatory record will be signed by the appropriate administrator and the bargaining unit member within five (5) work days of the date the compensatory qualifying work is completed, with a copy forwarded to the Personnel Office.
  
5. Compensatory time may be accumulated for activities under the following categories:
  - Teacher Assistance Teams
  - Scheduled Summer Counseling Hours
  - Fine Arts Festivals, Presentations
  - Special Compensatory Education Programs (Quick Start)
  - Other formal programs which are approved in advance by the Superintendent
  
6. This Letter of Understanding will be retroactive to the commencement of the 1998-1999 school year and shall expire August 31, 2000, unless continued by mutual agreement.

BOARD OF EDUCATION

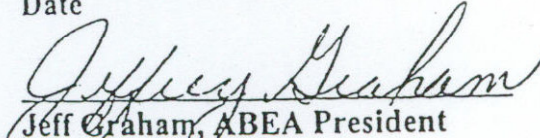
  
 Dr. Juliana Texley, Superintendent

4/27/99  
 Date

MEA/NEA LOCAL 1

  
 Lu Battaglieri, Local 1 President

4/27/99  
 Date

  
 Jeff Graham, ABEA President

4/27/99  
 Date

## COMPENSATORY TIME EARNED

Total Hours Earned For The Month Of: \_\_\_\_\_, 2000

Bargaining unit member \_\_\_\_\_ has earned compensatory time equal to \_\_\_\_\_ hours by performing the following duties in addition to contractual responsibilities:

Date	Duty	Earned Hours

Total Earned Hours \_\_\_\_\_

She/he shall be released from regular work hours for an equal amount of time on mutually agreeable dates, including the days before and after holiday recesses. Any compensatory time accumulated shall be used in accordance with the guidelines set forth in the Letter of Understanding regarding Compensatory Time.

\_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
Bargaining Unit Member

Date: \_\_\_\_\_

Submission of requested date for compensatory absence should be processed on standard absence form.

Note: Any disagreement between the Supervisor and the Bargaining Unit Member shall be resolved by the Superintendent.

LETTER OF UNDERSTANDING

BETWEEN

MEA-NEA LOCAL 1, ANCHOR BAY

AND

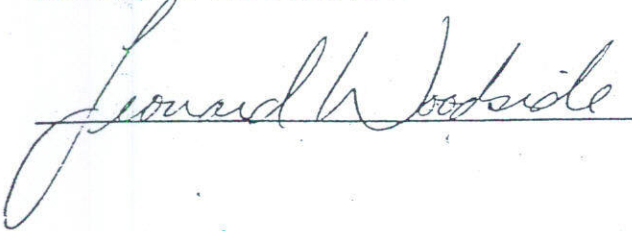
ANCHOR BAY BOARD OF EDUCATION

The parties, having agreed to modify the Appendix A of their 2000-2004 Agreement, regarding the MA+30 lane as follows:

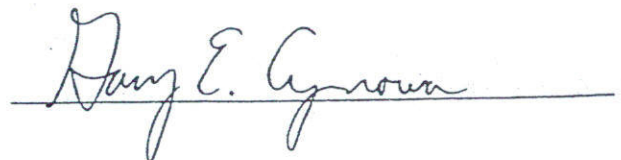
Those bargaining unit members who have not qualified to receive Master's plus 30 pay by November 1, 2003 shall have to provide evidence of course work towards a specialist or doctorate degree in order to qualify for the MA+30 salary lane or second Master's. Credits must be in one of the following fields of study: educational instruction, educational curriculum, educational supervision/administration, or in their teaching major or minor.

After November 1, 2003, a second Master's degree or thirty (30) hours in a program of study not in the above referenced fields may be substituted to qualify for the MA+30 salary lane or as a second Master's only upon prior approval of the Superintendent or his designee. The Superintendent's decision, that credits in a field of study other than the above does not qualify, will not be subject to the grievance procedure.

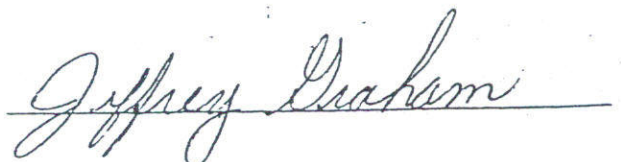
BOARD OF EDUCATION

  
\_\_\_\_\_

MEA-NEA LOCAL 1

  
\_\_\_\_\_

ANCHOR BAY

  
\_\_\_\_\_

Date 8/16/01

Date 8/16/01



**LETTER OF UNDERSTANDING**

between

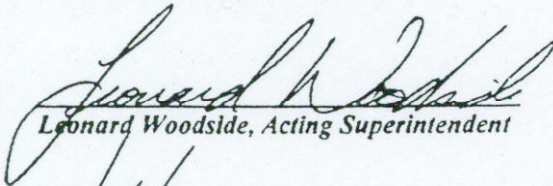
**MEA/NEA Local 1, Anchor Bay Education Association**

and

**Anchor Bay Board of Education**

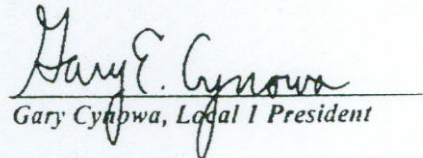
*The parties* agree that singleton sections in grades 9-12 may not exceed the maximum class size limit of thirty-five (35) as is currently set in Section 6.02 of the Master Agreement.

**BOARD OF EDUCATION**

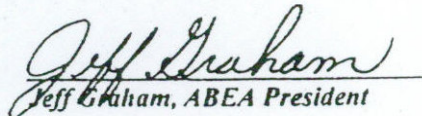
  
Leonard Woodside, Acting Superintendent

8/14/00  
Date

**MEA/NEA LOCAL 1**

  
Gary Cynowa, Local 1 President

8/17/00  
Date

  
Jeff Graham, ABEA President

8/17/00  
Date

## LETTER OF UNDERSTANDING

BETWEEN

MEA-NEA LOCAL 1, ANCHOR BAY

AND

ANCHOR BAY BOARD OF EDUCATION

The parties having agreed to form a committee in the fall of 2000-2001 to re-evaluate Appendices B-1 and B-2 and that Committee having met and made recommendations to the parties for certain additions to Appendix B-2 for the 2000-2001 school year and thereafter, now therefore the parties agree to add the following positions and compensation to Appendix B-2 of their 2000-2004 Agreement:

1. Peace Works Coordinators and Elementary Student Council Coordinators will be paid 1.5% of BA Step 1 in 2000-2001 and thereafter be paid 1.5% of BA the same as other positions that receive a percentage of the BA in Appendix B-1 and B-2.

2. Forensics after school coordination will be paid 2.5% of BA Step 1 in 2000-2001 and thereafter be paid 2.5% of BA the same as other positions that receive a percentage of the BA in Appendices B-1 and B-2.

3. ROTC will be paid 5% of BA Step 1 in 2000-2001 and thereafter be paid 5% of BA the same as other positions that receive a percentage of the BA in Appendices B-1 and B-2.

In addition to those that receive fixed percentages dollar amounts will be paid beginning in the 2000-2001 school year to those who do the following activities:

1. Certified special education teachers who with the prior approval of their principal participate with their students in the summer and/or winter Special Olympic events will be paid \$200 per week- end event.

2. Hospitality Management culinary competitions will be compensated in the same manner and amount as Science Olympiad \$350 per event in addition to V.I.C.A. Stipend.

BOARD OF EDUCATION

*Leonard W. [Signature]*

Date 6/17/01

MEA-NEA LOCAL 1

*Dany E. [Signature]*

ANCHOR BAY

*Jeffrey [Signature]*

Date 6/12/01

Communications Issues

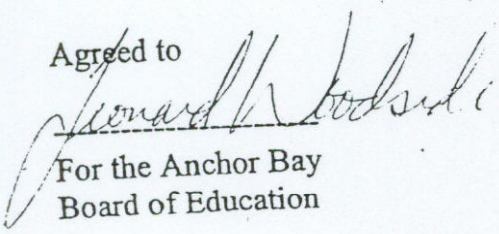
Letter of Understanding  
Between MEA/NEA Local 1 (Anchor Bay Education Association)

And

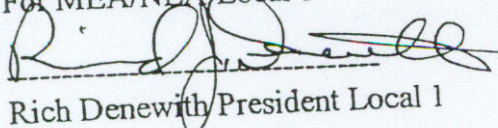
Anchor Bay Board of Education

The Anchor Bay School District Board of Education and MEA/NEA Local 1/Anchor Bay Education Association agree to establish a Joint Committee to review internet/intranet, electronic, email and, computer issues to make recommendations to the parties by December 1, 2004.

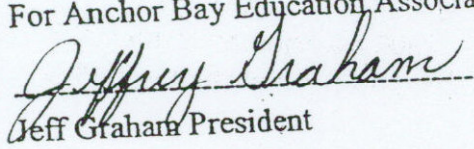
Agreed to

  
For the Anchor Bay  
Board of Education

For MEA/NEA Local 1

  
Rich Denewitz President Local 1

For Anchor Bay Education Association

  
Jeff Graham President

LETTER OF UNDERSTANDING  
BETWEEN  
MEA-NEA LOCAL 1, ANCHOR BAY  
AND  
ANCHOR BAY BOARD OF EDUCATION

PERSONAL DAY TO PAID VACATION DAY CONVERSION

Having agreed to allow teachers to convert personal days into paid vacation day in a manner that the final cost for the District does not increase for the actual cost currently incurred, the parties agree to calculate an **adjusted personal day value**. As mutually agreed to by both parties, the figures used to complete this calculation will be adjusted to account for costs (retirement & FICA) to the District and reflect the current pay out (currently \$53.83 including FICA) per leave day.

Money paid out for "paid vacation days" will be paid into the teachers 403 (b) account as deferred compensation, resulting in the District not having to pay FICA.

The teacher must schedule vacation days so that they fall on calendar days other than one of the required workdays (as defined in our agreement) of the school fiscal year.

The District will include all paid vacation days in its report of annual compensation to the State. This will then include the normal school days worked plus the number of paid vacation days scheduled by the teacher in accordance with this plan.

The parties agree that a teacher may, during 2004 – 2007, be paid for no more than ten (10) paid vacation days not worked in each school year and that prior notice of the intention to be paid vacation is required to be given in 2004 – 2005 by those intending to be paid for such vacation to the Human Resource office in writing by October 1, 2004. For 2005 – 2006 and thereafter the notice of intent to take payment for vacation days in the next school year is to be filed in the Human Resource office by May 1 of each year for the succeeding year.

Formula for 2004 – 2005:

Calculate an amount that when increased by the new retirement contribution (14.87%) will equal the personal payout plus FICA (currently \$53.85). The example calculation for an **adjusted personal day value** would be  $\$53.83 \times 87.05\% = \$46.86$ .  $\$46.86 + 14.87\% = \$53.83$ .

To determine the number of full / part day vacation days to be scheduled by the teacher, the applicable **per diem rate** (salary / 185) of that teacher would be **divided by** this adjusted amount (\$53.83). This would create a ratio indicating how many personal days it will take to equal one vacation day. This ratio would then be divided into the number of personal days it will take to equal one vacation day. This ratio

would then be divided into the number of persona days, thus converting to a number of vacation days.  
Assume 100-day bank in examples.

BA max example: Per Diem rate = \$327.24 ( $\$327.24 / \$53.83 = 6.08$  ratio)  
 $100 / 6.08 = 16.45$  vacation days to schedule

MA max example: Per Diem rate = \$375.12 ( $\$375.12 / \$53.83 = 6.97$  ratio)  
 $100 / 6.97 = 14.35$  vacation days to schedule

MA+30 example: Per Diem rate = \$400.86 ( $\$400.86 / \$53.83 = 7.45$  ratio)  
 $100 / 7.45 = 13.42$  vacation days to schedule

The "vacation" payout to the teacher would be # of personal days X "adjusted value" (\$46.86).  
Additionally, the District would contribute 14.87% of this amount to retirement.

The ratio would be used for determining the number of days to schedule.

Final cost to the District is \$53.83 per day either way, as vacation days or personal days.  
( $\$46.86 + 14.87\% = \$53.83$  vs.  $\$50.00 + 7.65\% \text{ FICA} = \$53.83$ )

AGREED TO THIS DATE:

12/8/04

ANCHOR BAY BOARD OF EDUCATION

Edward W. [Signature]

MEA-NEA LOCAL 1

[Signature]

ANCHOR BAY

Jeffrey Graham

LETTER OF UNDERSTANDING  
between the  
BOARD OF EDUCATION OF THE  
ANCHOR BAY SCHOOL DISTRICT  
and  
MEA-NEA LOCAL 1, ANCHOR BAY

The Board of Education of the Anchor Bay School District and the Anchor Bay Education Association, MEA-NEA Local 1, recognizing that with the re-enactment of the Elementary and Secondary Education Act (ESEA)/No Child Left Behind Act (NCLB) (20 USC 6301 et seq.) effective January 8, 2002, highly qualified status will be required of those teachers teaching in core content areas as identified under this law by the end of the 2005-2006 school year.

To facilitate teachers becoming highly qualified under the NCLB, the parties agree to a portfolio assessment option consistent with State of Michigan approved Portfolio Guidelines as set forth in Attachment 2. The portfolio assessment shall be conducted by a School Improvement Team (SIT) as authorized under NCLB. The instrument to be utilized in the assessment process by the SIT will be reviewed and approved by the parties based upon a recommendation from a Joint Committee no later than November 30, 2004. After the assessment the SIT will return the completed assessment form and the portfolio of supporting documentation to the teacher. If the SIT fails to indicate that competency has been demonstrated by the portfolio in all four categories, the SIT will indicate how the portfolio must be improved in order to demonstrate competency in all four categories. A teacher may resubmit his/her revised portfolio until competency is demonstrated in all four categories as required by the State Portfolio Guidelines or use some other available process to meet the "highly qualified" requirement prior to the beginning of the 2006 -2007 year.

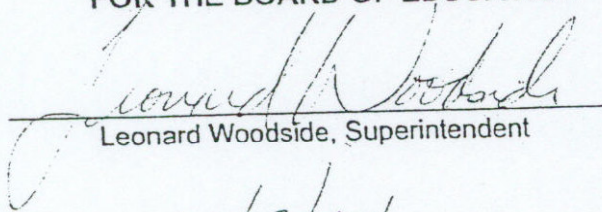
A teacher that submitted portfolio of supporting documentation that demonstrates competency in all four categories, shall be deemed highly qualified under NCLB for the subject area assessed by the portfolio. The teacher shall submit a copy of the portfolio of supporting documentation, including a copy of the assessment instrument agreed upon by the parties, and Attachments 3 and 4 to the Superintendent.

As required by the Michigan Department of Education (MDE), the employer shall notify the MDE by a letter addressed to Dr. Frank Ciloski, Acting Supervisor of the Client Services Unit at the MDE, that the district is using the MDE Portfolio Guidelines as its assessment of highly qualified status.

The School Improvement Team shall be composed of four (4) members: two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the Association.

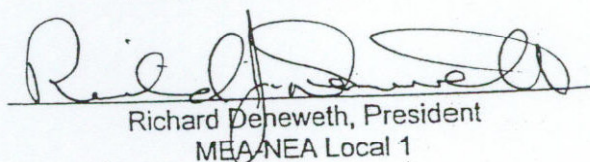
In the event that the laws are repealed or amended so as not to require the concept of "highly qualified," this Letter of Understanding shall be voided.

FOR THE BOARD OF EDUCATION

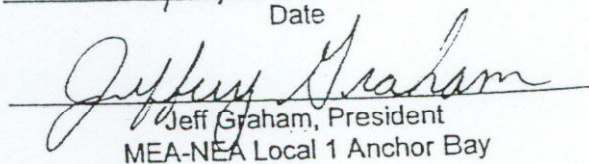
  
Leonard Woodside, Superintendent

12/8/04  
Date

FOR THE ASSOCIATION

  
Richard Deneweth, President  
MEA-NEA Local 1

12/8/04  
Date

  
Jeff Graham, President  
MEA-NEA Local 1 Anchor Bay

Special Education Overloads  
Letter of Understanding

Between

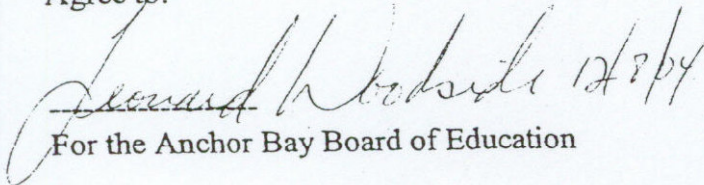
The Anchor Bay Board of Education

And

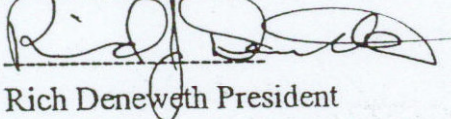
MEA/NEA Local 1- Anchor Bay Education Association

The parties agree that they will meet to resolve any special education overloads within the first week that such overloads may occur and reach a mutually agreeable solution, as soon as possible but no later than the 10th school day after the overload occurred. Such solution may involve additional pay or assistance for the member with the overload or removal of the overload or any alternative to which the parties mutually agree. To facilitate the appropriate delivery of special education services, the parties agree to review special education class sizes and case loads monthly.

Agree to:

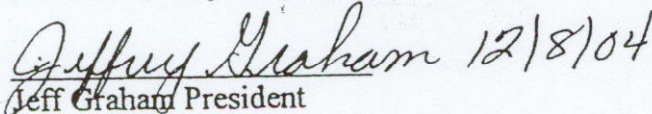
 Leonard Woodside 12/8/04  
For the Anchor Bay Board of Education

For MEA/NEA Local 1



Rich Deneweth President  
Local 1

For Anchor Bay Education Association

 Jeff Graham 12/8/04  
Jeff Graham President



LETTER OF UNDERSTANDING

BETWEEN

MEA-NEA LOCAL 1, ANCHOR BAY EDUCATION EDUCATION

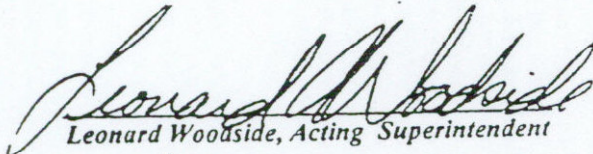
AND

ANCHOR BAY BOARD OF EDUCATION

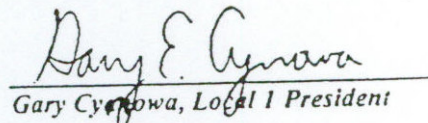
It is understood and agreed that the period in which lunches fall at the secondary levels will be adjusted to assure thirty (30) consecutive minutes of duty-free lunch.

BOARD OF EDUCATION

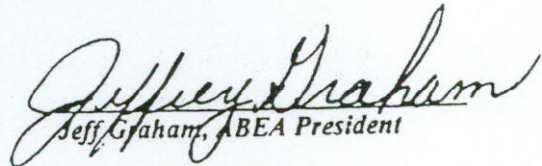
MEA-NEA LOCAL 1

  
Leonard Woodside, Acting Superintendent

9/6/00  
Date

  
Gary Cynowa, Local 1 President

9/7/00  
Date

  
Jeff Graham, ABEA President

9/7/00  
Date

LETTER OF UNDERSTANDING

BETWEEN

MEA-NEA LOCAL 1, ANCHOR BAY EDUCATION ASSOCIATION

AND

ANCHOR BAY BOARD OF EDUCATION

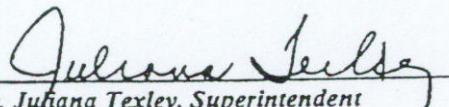
It is agreed and understood that a certified substitute teacher who replaces a regular teacher who is out on long-term disability for a period of 150 or more days be extended a teacher contract.

It is also understood that should the teacher on long-term disability be able to return to work within two years of the start of the leave, he / she will return to the position he / she vacated. In such instance, the displaced teacher will be eligible for the first vacancy for which he/she is certified according to the master agreement.

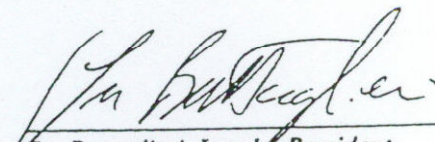
If a vacancy is not available, he/she will be considered a permanent substitute until such time as a vacancy for which he/she is certified becomes available. The teacher will be compensated at the appropriate step of the salary schedule and will be awarded all benefits associated with the master agreement.

BOARD OF EDUCATION

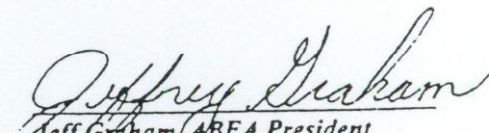
MEA-NEA LOCAL 1

  
Dr. Juliana Texley, Superintendent

5/15/98  
Date

  
Lu Battaglieri, Local A President

5-14-98  
Date

  
Jeff Graham, ABEA President

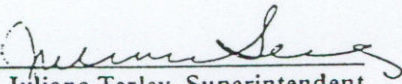
5/14/98  
Date

LETTER OF UNDERSTANDING  
BETWEEN  
MEA-NEA LOCAL 1, ANCHOR BAY  
AND  
ANCHOR BAY BOARD OF EDUCATION

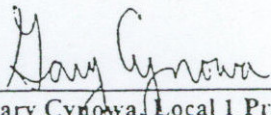
It is understood and agreed that Appendices B-1 and B-2 of the Master Agreement be amended as per the schedules that follows. It is further understood and agreed by the parties that should any of the deleted activities be reinstated, the Board and the Association will negotiate compensation for sponsorship of said activities. In no case, shall the compensation be less than that which was posted in the Master Agreement for the 1998-99 school.

BOARD OF EDUCATION

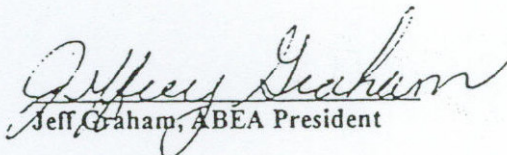
MEA-NEA LOCAL 1

  
Dr. Juliana Texley, Superintendent

9/30/99  
Date

  
Gary Cynowa, Local 1 President

10/5/99  
Date

  
Jeff Graham, ABEA President

9/30/99  
Date

LETTER OF AGREEMENT  
BETWEEN  
MEA-NEA LOCAL 1, ANCHOR BAY

AND

ANCHOR BAY BOARD OF EDUCATION

RESOLUTION OF GRIEVANCE #CA 9302

It is understood and agreed that the above referenced grievance which was resolved on January 5, 1994, has been clarified as follows:

- 1.) Teachers shall not be required to report to work when schools are closed because inclement weather or other conditions which would affect the safety and welfare of students and teachers.
- 2.) If students are sent home during the school day because of inclement weather or for other serious conditions which could have an effect on the safety and welfare of students and teachers, teachers will be excused no later than one (1) hour following the dismissal of students providing the conditions are still present.
- 3.) If students are sent home and the conditions which affected the safety and welfare of the students and teachers are corrected within an hour, the teachers may be asked to remain in school for the duration of their normal schedule. Should the teachers be asked to remain in school, the building principal or designee will notify the Association representative in the building no later than one (1) hour following the dismissal of students.

BOARD OF EDUCATION

MEA-NEA LOCAL 1, ANCHOR BAY

*William A. Lelke*  
(Superintendent)

*Marlene A. Abrahamson*  
(President)

1/13/94  
(Date)

1/13/94  
(Date)

LETTER OF AGREEMENT  
BETWEEN  
MEA-NEA LOCAL 1, ANCHOR BAY

AND

ANCHOR BAY BOARD OF EDUCATION

RESOLUTION OF GRIEVANCE - AAA 54 390 00308 95

RE: CURRICULUM DEVELOPMENT - ASSOCIATION INPUT

It is understood and agreed that the above referenced grievance has been resolved by the parties with the following clarification of Article 20 of the 1993-97 Master Agreement:

- 1.) Curriculum development and curriculum structure will be considered by the Joint Professional Instructional and Curriculum Council (JPICC) in one or more of the following ways:
  - a.) At the request of the Superintendent or Curriculum Director;
  - b.) At the request of the majority of members of a department;
  - c.) At the request of a majority of members from an elementary school or at the request of a majority of teachers in a district-wide elementary grade level;
  - d.) The JPICC may, upon its own initiative, consider curriculum matters.
- 2.) Recommendations of the JPICC shall be forwarded to the Board of Education through the Superintendent of Schools or his/her designee.
- 3.) The Anchor Bay Board of Education has final authority to approve or change curriculum.
- 4.) It is understood by the parties that this is a clarification of process and that all sections of Article 20 shall remain in effect as presently written in the Master Agreement.

BOARD OF EDUCATION

MEA-NEA LOCAL 1, ANCHOR BAY

*Jelena Sepley*  
(Superintendent)  
7/19/95  
(Date)

*Jeffrey Graham*  
(President)  
7/19/95  
(Date)

LETTER OF AGREEMENT  
BETWEEN  
MEA-NEA LOCAL 1, ANCHOR BAY


AND

ANCHOR BAY BOARD OF EDUCATION

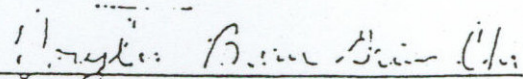
The Anchor Bay Board of Education, hereinafter called the "Board" and MEA-NEA LOCAL 1, ANCHOR BAY, hereinafter called the "Association" have agreed to the following resolution to the current grievance (AAA Case No. 54 39 0030 92) involving the involuntary transfer of Dolores Jones and Karen Trevillian:

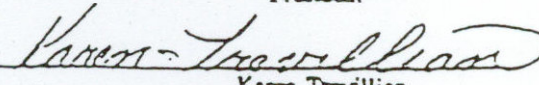
- 1.) Karen Trevillian will be placed in a fifth grade classroom at Anchor Bay Upper Elementary School for the 1992-93 school year. Ms. Trevillian will not be subject to involuntary transfer for the 1992-93 school year unless her transfer would save the job of a bargaining unit member from layoff. In other words, Ms. Trevillian will not be "bumped" from the 5<sup>th</sup> grade position until all other bargaining unit members with the needed special education certification are transferred from their regular classroom position to prevent the layoff of a bargaining unit member.
- 2.) Dolores Jones will remain in the categorical special education room at Anchor Bay High School for the 1992-93 school year. Ms. Jones will be paid the sum of \$625.00 for the after school time that she worked to prepare her classroom and lesson plans in October and November of the 1991-92 school year. This payment shall be made to Ms. Jones no later than June 12, 1992. It is also agreed that the Board will provide Ms. Jones with the mutually-agreed upon necessary teaching materials that are needed for the categorical classroom at Anchor Bay High School.
- 3.) The Board agrees to pursue vigorously the hiring of teachers with special education certification in order to avoid the transfer of present bargaining unit members with special education certification from their regular classroom positions.
- 4.) In the event that an opening occurs after August 29 of any academic year, all involuntarily transferred teachers will be given the opportunity to fill the vacancy according to seniority and certification. If an opening occurs in special education or general education during an academic year that is so unique in certification and qualification that appropriate staff cannot be found, even after a reasonable period of time of aggressive recruitment outside of the district, the Association and the Board representative shall meet to resolve staffing for the position.

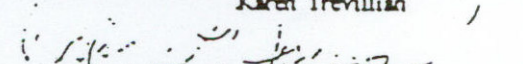
BOARD OF EDUCATION

  
\_\_\_\_\_  
Superintendent

MEA-NEA LOCAL 1, ANCHOR BAY

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Karen Trevillian

  
\_\_\_\_\_  
Dolores Jones

## LETTER OF UNDERSTANDING

Effective with the 1999-2000 school year, the undersigned representatives of the Anchor Bay Schools and MEA-NEA LOCAL 1, Anchor Bay agree as follows:

- 1.) Section 166d of the State Aid Act, 1997 PA 93; MCL 388.1766D, provides a financial penalty on school districts that approve, after October 1, 1997, a collective bargaining agreement that includes certain health care coverage.
- 2.) The District and Association agree that the health care coverage as specified in Article 18, Section 18.02 shall be modified to the extent required by Section 166d to avoid financial penalty to the District. This document does not authorize any alteration of health care coverage that is not affected by Section 166d.
- 3.) In the event the penalty provision of Section 166d is repealed, the District and the Association shall reinstate the health insurance coverage IF AVAILABLE, included in the predecessor Master Agreement that was eliminated due to Section 166d.
- 4.) This Letter of Agreement shall not constitute a past practice nor a precedent nor a waiver of any rights whatsoever.

LETTER OF UNDERSTANDING  
REGARDING CALENDAR

It is the parties' intent in agreeing to the present calendar and in all future calendars to meet the statutorily mandated time (presently 1098 hours of student instruction) and utilize the flexibility that is allowed under the law to the extent it is mutually agreeable.

The instructional calendar reductions in the number of days for the 2007-2008 and 2008-2009 years are being done for economic reasons and, to the parties' understanding, consistent with relevant provisions of state law in place on the date of the contract execution. Upon the expiration of the present contract on August 31, 2009, it is understood and agreed without further agreement on negotiations between the parties that the 2009-2010 calendar will return to the days and minutes of the calendars during the 2004-2007 agreement Appendix D-1 and D-2 so long as such calendar meets the then in place applicable state laws, unless otherwise agreed to by both parties.

The parties agree in order to organize the school day for secondary, fourth hour class may be 59 minutes of instruction. This will be worked out with the principals and the ABEA president for Anchor Bay High School, Middle School North, and Middle School South.

The changes to the school time for 2007-2008 and 2008-2009 school years do not violate Section 5.01, 5.02, and 5.05 of the collective bargaining agreement.

The current secondary meetings will be reduced from 27 to 22 meetings per year for attendance at secondary open house.

AGREED TO THIS DATE:

8/22/07  
DATE

Leonard Woodside  
ANCHOR BAY SCHOOL DISTRICT

Eric Wittstedt  
BOARD OF EDUCATION

Michael E. LeBuhn  
MEA-NEA LOCAL 1

Jeffrey Graham  
ANCHOR BAY EA



Letter of Understanding  
Between  
Anchor Bay School District  
and  
MEA/NEA Local 1 / Anchor Bay Education Association

The District shall provide to current employees (including any on layoff as of the date of this agreement) hired as of the date of this Letter of Understanding, a limited opportunity to obtain digital fingerprinting for the criminal records check required by law at District expense. This opportunity shall be provided at the Macomb Intermediate School District, a District facility, or such other location in Macomb County designated by the District at such times as determined by the District after consultation with the Association. The District shall notify the Association and members, at least two weeks in advance, as to times and places. The hours may be before or after school. Bargaining unit members who elect not to take advantage of this opportunity to have their fingerprints taken must obtain the digital fingerprint/criminal records required by law at their own expense. Those members that elect not to utilize the above referenced District paid process to have their digital fingerprints taken and the criminal background checks completed must furnish the District Human Resource office with written confirmation that they have completed the legally required fingerprinting/criminal background process by May 31, 2008.

AGREED TO THIS DATE:

8/22/07

Leonard Woodside  
ANCHOR BAY SCHOOL DISTRICT

Michael E. LaBahn  
MEA/NEA LOCAL 1

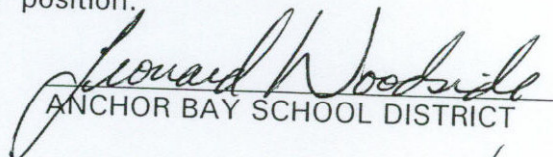
Jeffrey Abraham  
ANCHOR BAY EDUCATION ASSOC.

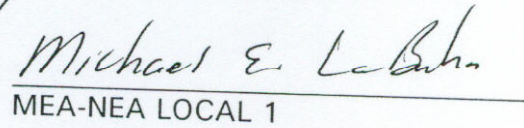
**LETTER OF UNDERSTANDING  
BETWEEN  
Local 1 / ABEA AND ANCHOR BAY BOARD OF EDUCATION**

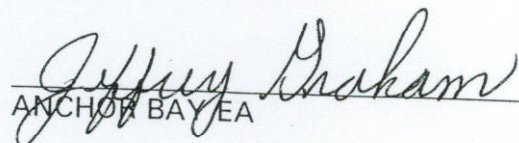
Recognizing that Article 23 of the parties' present Collective Bargaining Agreement makes the granting of "shared time" positions a matter of Board discretion and that the District has made it clear that it will in the future not grant "shared time" requests if those requesting such "shared time" do not agree that their return to full time from "shared time" is limited to "vacant" positions, the parties agree that any teacher who requests and is granted "shared time" under Article 23 or unpaid leave time under Article 10 of the collective Bargaining Agreement, beyond FMLA, will only have rights to return to a "vacant" district teaching position, within the meaning of the contract and the Tenure Act, that they are certified and qualified to teach. The parties further agree that from the date of this Letter of Understanding any teacher expressing the wish to have a "shared time" position will be advised in writing by the District that by requesting and accepting a "shared time" position that they are agreeing to waive their contractual right to bump a less senior teacher from such less senior teacher's then current position and that they may return to a "full time" position only if there is a "full time" "vacancy", within the meaning of the contract and the Tenure Act, for which such teacher wishing to return to full time is certified and qualified. The parties further agree that the District will send a copy of the above agreed upon notice to the ABEA president at the Local 1 office when it is provided to the teacher that has made a request for unpaid leave or a "shared time" position.

AGREED TO THIS DATE:

8/22/07  
DATE

  
ANCHOR BAY SCHOOL DISTRICT

  
MEA-NEA LOCAL 1

  
ANCHOR BAY EA

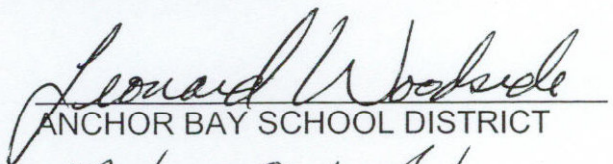
Letter of Understanding  
Between  
Anchor Bay School District  
and  
MEA/NEA Local 1 / Anchor Bay Education Association

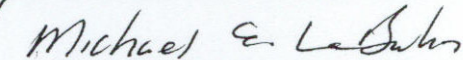
In consideration of the fact that both State and Federal law/regulations have changed regarding the certification/qualification of ROTC instructors, to the effect that such instructors are no longer required to be certified in accordance with State law requirements if they meet alternative Federal law/regulations "certification" requirements and that the fact that the District can employ an ROTC instructor who is not a Michigan state law "certified teacher" beginning with the 2007-08 school year, but with the District having assured the Association that it will not rely upon the herewith agreed upon exclusion of such federally certified ROTC instructor to claim at any time in any forum that "teaching" or "instruction" is not exclusively bargaining unit work; now, therefore, the parties agree as follows:

1. That any current ROTC instructor hired before June 1, 2007 will remain a member of the bargaining unit so long as he remains in his present position or if he transfers into another bargaining unit position. If bargaining unit member leaves his present position for any reason, it is agreed, in such event, that since both State and Federal law allow an ROTC instructor not to be certified in accordance with State law/regulations standards, any replacement ROTC instructor will not be a member of the ABEA bargaining unit and will not be a "teacher" within the meaning of the parties' collective bargaining agreement.
  
2. That any newly hired ROTC instructors hired after June 1, 2007 that qualify to be such instructors under federal law/regulations but are not otherwise "certified" as a teacher within the meaning of State law/regulations to be the teacher of any other subjects, not instruct in any other program but the ROTC program, are not within the bargaining unit described in the recognition clause of the parties' agreement and not members of the bargaining unit represented by the Association.

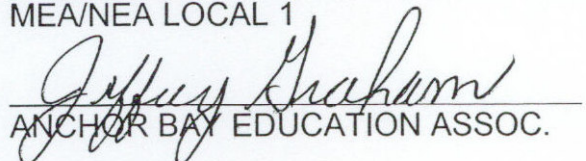
AGREED TO THIS DATE:

8/22/07

  
ANCHOR BAY SCHOOL DISTRICT



MEA/NEA LOCAL 1

  
ANCHOR BAY EDUCATION ASSOC.

Leonard Woodside  
Superintendent  
Anchor Bay Public Schools  
5280 Ashley ;  
New Baltimore, MI 48047

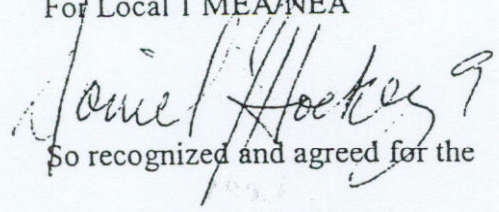
Re: Statement of Intention as effect  
Of Letters of Understanding

Dear Superintendent Woodside

This will confirm that in discussing the effect of Letters of Understanding that the parties have agreed will be attached to their 2004-2007 Collective Bargaining Agreement that both Local 1 and the District recognize and agree that such Letters of Understanding do not supersede the Grievance procedure set forth in that Agreement.

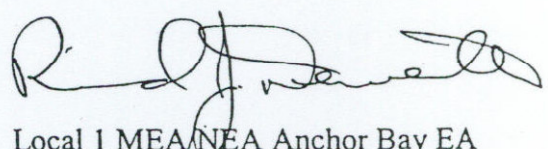
Sincerely yours

Daniel J Hoekenga  
For Local 1 MEA/NEA

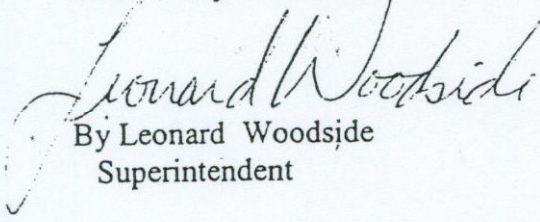


So recognized and agreed for the

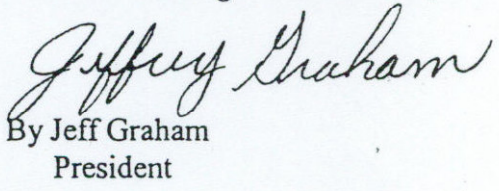
Anchor Bay Public Schools



Local 1 MEA/NEA Anchor Bay EA



By Leonard Woodside  
Superintendent



By Jeff Graham  
President

## SCHOOL CALENDAR UNDERSTANDINGS

- 1.) The parties agree the calendars and work day they have established for the life of this contract are intended to meet the minimum hours of pupil instruction as set forth in Section 1284 of the Revised School Code. If for any reason such as, by way of example, error, mistake, administrative rule change, administrative interpretation or other administrative action, a change in the law or other circumstances, the number of hours of pupil instruction during any year of this contract fails to meet the minimum requirement of Section 1284 in order to receive full state aid, the parties agree to meet and negotiate the number of hours of pupil instruction in order to meet the minimum requirements of Section 1284 such that the District will receive full state aid. Since the State Aid Act permits up to 51 hours instructional time to be used for professional development, the Association and Board agree that up to 5 ½ days of professional development may be counted as instructional time toward the required 1098 hours.
- 2.) 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 meet to negotiate such adjustment(s).
- 3.) 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.
- 4.) Fall parent conferences will follow the format of evening-afternoon-evening. The evening conferences are considered one paid Teacher Day. The total amount of time spent for evening conferences --two evening (Fall Conferences) and one 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.
- 5.) Prior to 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. For the 2004-2005 school year, the committee will meet during the first full week of school to establish dates for 2004-2005.

## APPENDIX D

Anchor Bay School District  
 Elementary Calendar  
 2009-2010

September 2	Teacher Work Day
September 3	No School Students – District PD Day
September 4	No School Staff or Students
September 8	Student First Day - Half Day for Students (Orientation- A.M. & P.M. Kdgn. Attend)
October 16	Progress Reports Sent Home.
November 3	Election Day - No School P. D.
November 6	End of First Marking Period- 43 days
November 17	Report Cards Sent Home
November 20	Parent Teacher Conferences – (Afternoon) – ½ Day for Students –(A.M. Kdgn.Attends)
November 24	Thanksgiving Recess begins at end of school day
November 25-27	Thanksgiving Recess
November 30	School Resumes
December 18	Christmas Break begins at end of school day
Dec. 21 – Jan. 1	Christmas Break
January 4	School Resumes
January 15	End of Second Marking Period- 40 days
January 15	No School Records Day
January 18	Martin Luther King, Jr. Day - No School P. D.
January 26	Report Cards Sent Home
February 12-15	Mid-Winter Break – No School
February 16	School Resumes
February 26	Progress Reports Sent Home
March 19	End of Third Marking Period- 43 days
March 30	Report Cards Sent Home
April 2-9	Easter Break – No School
April 12	School Resumes
April 22	No School Students – District PD Day
May 7	Progress Reports Sent Home
May 19	No School Students – District PD Day
May 31	Memorial Day – No School
June 1	School Resumes
June 10	Half Day- Records Day- (P.M. Kindergarten Attends)
June 11	Half Day-Last Day of School – (A.M. Kindergarten Attends)
June 11	Half Day - End of Fourth Marking Period - 52 days
June 11	Report Cards Sent Home

**ALL CALENDAR DATES ARE SUBJECT TO CHANGE**

Evening Parent/Teacher Conference = 1 Work Day

**Appendix D-1**

Anchor Bay School District  
 Secondary Calendar  
 2009-2010

September 2	Teacher Work Day
September 3	No School Students – District PD Day
September 4	No School Staff or Students
September 8	Student First Day - Half Day for Students
October 13,15,20,22	MEAP Testing
November 3	Election Day - No School P. D.
November 6	End of First Marking Period- 43 days
November 24	Thanksgiving Recess begins at end of school day
November 25-27	Thanksgiving Recess
November 30	School Resumes
December 18	Christmas Break begins at end of school day
Dec. 21 – Jan. 1	Christmas Break
January 4	School Resumes
January 18	Martin Luther King, Jr. Day - No School P. D.
January 20-22	Exam Days- ½ Day for Students (Grades 6-12)
January 22	End of Second Marking Period- 45 days
February 12-15	Mid-Winter Break – No School
February 16	School Resumes
March 9	ACT Testing- Only 11 <sup>th</sup> Grade students in attendance
March 10	½ Day- Student Testing – 11 <sup>th</sup> gr. (a.m.) Grades 9, 10, &12 (p.m.)
March 11	½ Day- Student Testing – 11 <sup>th</sup> gr. (a.m.) Grades 9, 10, &12 (p.m.)
March 23 - 25	ACT Test- Make-up test period
March 19	End of Third Marking Period- 43 days
April 2-9	Easter Break – No School
April 12	School Resumes
April 22	No School Students – District PD Day
May 19	No School Students – District PD Day
May 31	Memorial Day – No School
June 1	School Resumes
June 9-11	Exam Days- ½ Day for Students (Grades 6-12)
June 11	Half Day-Last Day of School
June 11	End of Fourth Marking Period - 47 days

**ALL CALENDAR DATES ARE SUBJECT TO CHANGE**

Evening Parent/Teacher Conference = 1 Work Day

**Appendix D-2**

Anchor Bay School District  
 Elementary Calendar  
 2010-2011

August 31	Teacher Work Day
September 1	No School Students – District PD Day
September 2	No School Students – District PD Day
September 3	No School Staff or Students
September 7	Student First Day - Half Day for Students (Orientation- A.M. & P.M. Kdgn Attend)
October 15	Progress Reports Sent Home
November 2	Election Day - No School P. D.
November 5	End of First Marking Period- 46 days
November 16	Report Cards Sent Home
November 19	Parent Teacher Conferences – (PM) – ½ Day for Students – (A.M. Kdgn. Attends)
November 23	Thanksgiving Recess begins at end of school day
November 24-26	Thanksgiving Recess
November 29	School Resumes
December 15	Progress Reports Sent Home
December 17	Christmas Break begins at end of school day
Dec. 20 – Jan. 1	Christmas Break
January 3	School Resumes
January 17	Martin Luther King, Jr. Day - No School P. D.
January 21	End of Second Marking Period- 42 days
January 21	No School Records Day
February 1	Report Cards Sent Home
February 18-21	Mid-Winter Break – No School
February 22	School Resumes
March 4	Progress Reports Sent Home
April 1	End of Third Marking Period- 48 days
April 4-8	Spring Break – No School
April 11	School Resumes
April 19	Report Cards Sent Home
April 22	No School – Recognition of Good Friday
April 25	No School – Recognition of Easter Monday
May 13	Progress Reports Sent Home
May 19	No School Students – District PD Day
May 30	Memorial Day – No School
May 31	School Resumes
June 9	Half Day- Records Day – ( P.M. Kindergarten Attends)
June 10	Half Day-Last Day of School – ( A.M. Kindergarten Attends)
June 10	End of Fourth Marking Period - 42 days
June 10	Report Cards Sent Home

**ALL CALENDAR DATES ARE SUBJECT TO CHANGE**

Evening Parent/Teacher Conference = 1 Work Day

**Appendix D-3**



Anchor Bay School District  
 Secondary Calendar  
 2010-2011

August 31	Teacher Work Day
September 1	No School Students – District PD Day
September 2	No School Students- District PD Day
September 3	No School Staff or Students
September 7	Student First Day - Half Day for Students
November 2	Election Day - No School P. D.
November 5	End of First Marking Period- 46 days
November 23	Thanksgiving Recess begins at end of school day
November 24-26	Thanksgiving Recess
November 29	School Resumes
December 17	Christmas Break begins at end of school day
Dec. 20 – Jan. 1	Christmas Break
January 3	School Resumes
January 17	Martin Luther King, Jr. Day - No School P. D.
January 19-21	Exam Days- ½ Day for Students (Grades 6-12)
January 21	End of Second Marking Period - 42 days
February 18-21	Mid-Winter Break – No School
February 22	School Resumes
March 1	ACT Testing- Only 11 <sup>th</sup> Grades students in attendance
March 2	½ Day- Student Testing – 11 <sup>th</sup> gr. (a.m.) Grades 9, 10, &12 (p.m.)
March 3	½ Day- Student Testing – 11 <sup>th</sup> gr. (a.m.) Grades 9, 10, &12 (p.m.)
March 15 - 17	ACT Test- Make-up test period
April 1	End of Third Marking Period - 48 days
April 4-8	Spring Break – No School
April 11	School Resumes
April 22	No School – Recognition of Good Friday
April 25	No School – Recognition of Easter Monday
May 19	No School Students – District PD Day
May 30	Memorial Day – No School
May 31	School Resumes
June 8-10	Exam Days- ½ Day for Students (Grades 6-12)
June 10	Half Day-Last Day of School
June 10	End of Fourth Marking Period - 42 days

**ALL CALENDAR DATES ARE SUBJECT TO CHANGE**

Evening Parent/Teacher Conference = 1 Work Day

SAMPLE - ELEMENTARY TIME 2009-2011

Teacher Start	8:33
Student Start	8:36
Student End	3:32
Teacher End	3:34

Teacher Report/Duty Time	3" Before
Teacher Leave/Duty Time	2" After

Lunch	35"
Passing Time Not Included In Lunch	5"

Student Instructional Time	381"
Teacher Instructional Time	315"

Teacher Work Day (Including Lunch)	7' 01" (421")
------------------------------------	---------------

Teacher Prep / Total Per Week	300"
Teacher Prep / Average Per Day	60"

Full Days	176 @381" Including Professional Development
Half Days	3 @210" **Nov. P/T Conf and Last Two Days of School

**TOTAL HOURS**

1098

**APPENDIX E-1**

SAMPLE - MIDDLE SCHOOL  
 TIME 2009-2011

Teacher Start	7:50
Student Start	7:55
Student End	2:53
Teacher End	2:57

Teacher Report/Duty Time	5" Before
Teacher Leave/Duty Time	4" After

Lunch	30"
-------	-----

Passing Time	25" (5 @ 5")
--------------	--------------

Student Instructional Time	379" (6 @ 59", 5 @ 5")
Teacher Instructional Time	320" (5 @ 59", 5 @ 5")

Teacher Work Day	7' 07" (427")
------------------	---------------

Teacher Prep / Total Per Week	295" (5 @ 59")
Teacher Prep Per Day	59"

Full Days	169 @ 384"
Half Days	10 @ 210"

**TOTAL HOURS**

1098

**APPENDIX E-2**

SAMPLE - HIGH SCHOOL TIME  
2009-2011

Teacher Start	7:11
Student Start	7:15
Student End	2:12
Teacher End	2:18

Teacher Report/Duty Time	4" Before
Teacher Leave/Duty Time	6" After

Lunch	30"
-------	-----

Passing Time	30" (5 @ 6")
--------------	--------------

Student Instructional Time	384" (6 @ 59", 5 @ 6")
Teacher Instructional Time	325" (5 @ 59, 5 @ 6")

Teacher Work Day	7' 07" (427")
------------------	---------------

Teacher Prep / Total Per Week	295" (5 @ 59")
Teacher Prep Per Day	59"

Full Days	169 @ 384"
Half Days	10 @ 210"

**TOTAL HOURS**

1098

**APPENDIX E-3**