

4259

8/31/2000

FY1998-1999 - FY 1999-2000

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ANCHOR BAY BOARD OF EDUCATION

AND

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

*Anchor Bay School District*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



1864

Miss W. W. W.



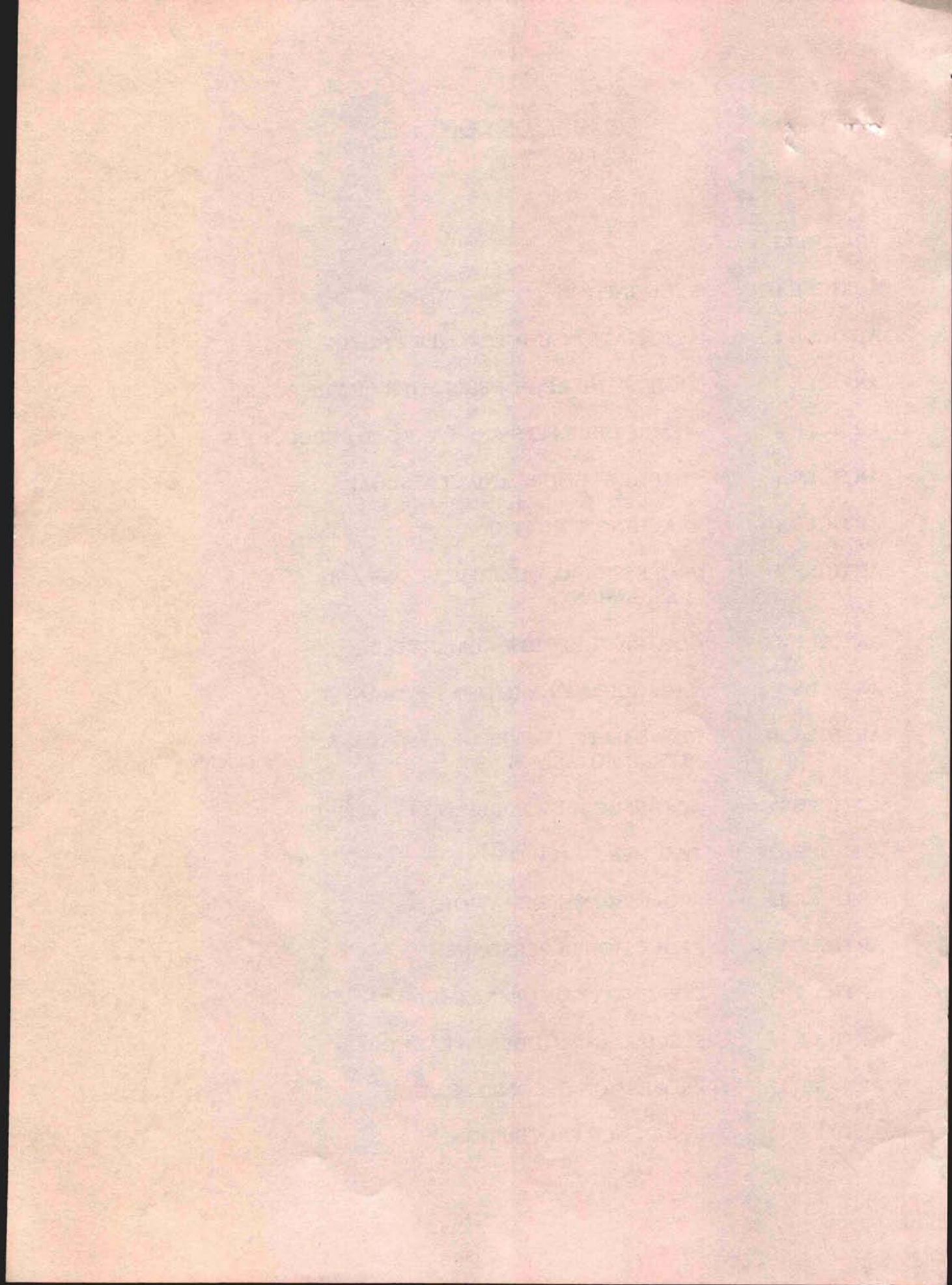
MISS W. W. W.  
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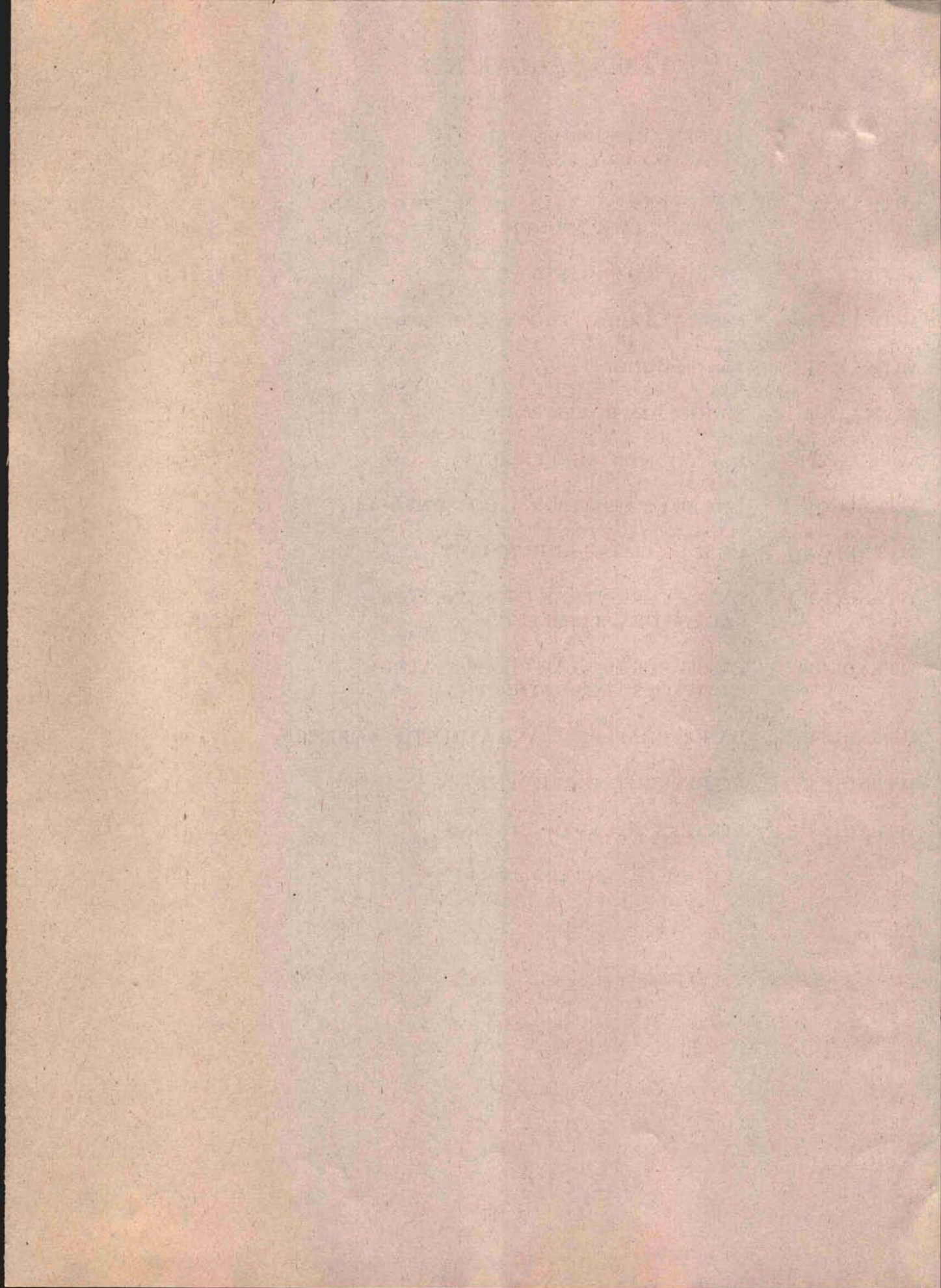




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## PREAMBLE

1.00 \_\_\_\_\_: This agreement, entered into this 27th day of May, 1998, 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, 1995, 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 which 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 school rooms. 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 mail boxes 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.



## 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 ten (10) minutes prior to the beginning of their assignment. Teachers will not be regularly assigned pupil supervision during this time. However, teachers are expected to undertake necessary pupil supervision whenever or wherever they are confronted with the need. Teachers shall be permitted to leave fifteen (15) 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 which properly require attention at that time, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end five (5) minutes after the school day.

**5.02 \_\_\_\_\_:** The normal work week for a regular classroom teacher shall not exceed: (a) five (5) hours for classroom preparation, (b) twenty-five (25) hours 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; in each incident the Association shall be notified. Each teachers 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 senior and junior high school shall not exceed fifty-five (55) minutes. In vocational education and business courses exceptions to the fifty-five (55) minute periods may be made. Block scheduling outside the above will have teacher involvement.



**5.06 \_\_\_\_\_:** Elementary teachers will be provided with 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.)

**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 present.

**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 work day to alleviate the situation.

**5.08.01 \_\_\_\_\_:** Counselors shall not be assigned to a supervised study period.

**5.08.02 \_\_\_\_\_:** A teacher assigned or volunteering for restroom duties shall be granted compensatory time commensurate with the time involved in restroom duties, as scheduled by the building principal or his designee. Whenever practicable, volunteers will be used. Such time shall not conflict with an employee's regular instructional assignment.

**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. 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 junior high 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

GRADE LEVEL	OPTIMUM CLASS SIZE	MAXIMUM CLASS SIZE
K	24	28
1-2-3	28	33
4-6	28	33
Junior High	30	33
Senior High	30	35
Physical Education	45	52
Special Education, Resource T/C	Class Size and Class loads shall not exceed the pupil-teacher ratio as provided by the Public Acts and the State Department of Education.	

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 main-streaming, 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 techniques within their classrooms.



**6.03 \_\_\_\_\_:** In the Junior High 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 pupil's 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 pupil's 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 inservice 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, catherization 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 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.

**6.15** : 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, and/or Continuing Certificate, except in those cases where the teacher is participating in an approved program of internship or vocational technical education.

**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.

**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.

<b>LAST WEEK IN FEBRUARY</b>	Seniority lists are distributed to Association representatives.
<b>FIRST WEEK IN MARCH</b>	Notification to teachers on leave(s) of deadline date for submitting letter of intent to return.
<b>SECOND WEEK IN MARCH</b>	Teachers must have on file in the Personnel Office requests for shared-time or part-time positions.
<b>SECOND WEEK IN APRIL</b>	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 no additional compensation.



## 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 transfer refers to transfers between buildings. Additional time may be granted in unusual circumstances as determined by the Superintendent.

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 LEAVE

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 holidays, 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.

10.01.01 : The Board will provide a full time teacher with eleven (11) leave days each year. One (1) leave day of each teacher shall be contributed to the sick bank at the beginning of each school year and as hereinafter provided, in 10.03.05. Leave days shall be used only as hereinafter provided:

10.01.02 : Leave days may accumulate to a total of seventy-five (75) days. Once an accumulation of seventy-five (75) has been reached, no additional days shall be permitted; provided, however, that the teacher who has accumulated sick leave days prior to June 30, 1974, shall be permitted to keep said accumulation and shall be preserved as set forth in §10.08.01. Teachers who are retiring at the end of the current school year and who notify the Board of such retirement by the second week in April (See Section 7.05) shall be entitled to receive \$50.00 per day for one-half of sick days accumulated after June 30, 1974.

10.01.02.01 : Any teacher who has accumulated seventy-five (75) or more leave days may redeem any leave days earned in that year that remain at the end of that school year at the rate of fifty (\$50.00) per day.

10.01.02.02 : Any teacher who has accumulated less than seventy-five (75) leave days may redeem leave days earned in that year that remain at the end of that school year over and above a five (5) day accumulation at the rate of fifty (\$50.00) dollars per day or a maximum of five (5) full days each year.

10.01.03 : Teachers working five (5) hours daily, but less than a teacher's day as defined in Article 5, shall receive three-fourths (3/4ths) days sick leave per month. Teachers working three (3) hours or more daily, but less than five (5) hours, shall receive one-half (1/2) day sick leave per month. Teachers working less than three (3) hours daily shall receive no sick leave allowance.

10.01.04 : On or before the fourth Friday of each school year, each teacher 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.



10.01.05 : In the event that a teacher 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.

10.01.06 : In the event a teacher shall leave the district prior to the end of his work year and has used more days than he has earned, the excess days shall be deducted from his paycheck. Such deduction shall be based on the teacher's daily wage rate.

10.02 : SICK LEAVE DAYS:

10.02.01 : Leave days may be used for absences caused by illness or physical disability. It is herein intended to exclude from permissible uses of leave days any disability resulting from voluntary conduct on the part of the teacher; for example: Voluntary disabilities would include surgery for purely cosmetic purposes.

10.02.02 : Any teacher in the bargaining unit unable to work for a period of five (5) consecutive days shall be required to provide evidence from a physician (M.D. or D.O.) to establish that his condition warrants his return to work. 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.

10.02.03 : Any teacher whose personal illness extends beyond the period compensated under 10.02.01 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 teacher with five (5) or more years of continuous service shall be permitted a non-compensable leave of absence for one (1) additional year. The teacher 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.

10.02.04 : Any teacher 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 teacher for that portion of his salary not reimbursed under the Worker's Compensation Law. Said partial payment shall be charged pro-rata against the teacher's accumulated sick leave days until said accumulated sick days have been expended.

10.02.04.01 : In the case of unprovoked battery on the part of a student against a teacher, which results in an absence by the teacher, the teacher shall suffer no loss of leave time for a period not to exceed seven (7) work days.

10.02.05 : A teacher 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.



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

10.03 : SICK BANK:

10.03.01 : 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 have exhausted their accumulated sick leave days and will face the consequence of an extended illness. No use of sick bank days shall be permitted until all accumulated sick leave days have been exhausted, including those accumulated prior to June 30, 1974, except as provided in §10.03.02.

10.03.02 : Following the thirtieth (30th) day of absence, OR the expenditure of accumulated leave days as indicated in 10.03.01, whichever is later, a teacher may apply for use of the sick bank which must be accompanied by a medical statement. 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. Those teachers who accumulated seventy-five (75) days shall be eligible for the sick bank when all but ten (10) days are used. Such ten (10) days may be used as sick days at a later date. If those ten (10) days were previously frozen and remain unused, the benefits will be provided as in §10.

10.03.03 : A maximum of forty-five (45) days may be drawn from the sick bank for an extended illness as defined in Section §10.03.02 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.

10.03.03.01 : 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.

10.03.04 : Bargaining unit members on non-compensable leave of absence are not eligible for application to the Sick Bank.

10.03.05 : 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.

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



10.03.06 : In the event a bargaining unit member has exhausted his 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.

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

10.03.08 : The thirty day waiting period as set forth in §10.03.02 for entry into the sick bank will be waived for a teacher 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 exhausted their accumulated leave days due to reoccurring, chronic, catastrophic illness verified by a physician of the Board's choosing;
- D. all other stipulations of the sick bank will apply.

10.04 : FUNERAL LEAVE:

10.04.01 : In the event of a death in the immediate family of the employee, he/she shall be entitled, when so required to use a maximum of the next four (4) 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.

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

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

10.05 : PROFESSIONAL AND PERSONAL LEAVE:

10.05.01 : 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 member of the Negotiating Team may use professional business days for attendance at recognized



seminars, workshops, and conferences given under the auspices of the Michigan Educational Association and/or National Education Association.

**10.05.02 :** Personal business days may be used for necessary and pressing business that cannot be conducted at other than school hours. Requests, therefore, shall be filed no later than five (5) work days prior to the expected absence. Approval of such personal business leave shall be permitted if an acceptable emergency exists. Such days shall not be used on the last scheduled work day preceding a holiday or the first scheduled work day following a holiday, exclusive of the use of one (1) personal day expressed in §10.05.04.

**10.05.03 :** Personal business days are not intended to permit absence for the pursuit of recreational activities, social functions, seeking new employment outside the district, pursuit of outside employment, or to accompany a spouse on any trip in connection with such spouse's business.

**10.05.04 :** A teacher shall be entitled to three (3) leave days of his/her accumulated leave days which may be used by the teacher without any explanation to be used as described herein, except for parent/teacher conference days, or the first and last week of school, the day before or after recesses or holidays. Requests are to be submitted on the appropriate form at least five (5) work days prior to the date requested. Teachers may use additional leave days for personal business upon written request to the Personnel Office. Such request must provide assurance that the leave granted will not violate the provisions of 10.05.03.

**LETTER OF UNDERSTANDING:** (Regarding §10.05.04) It is understood that the Board representative shall have the right to limit the use of personal days to no less than four (4) bargaining unit members on any given day should a problem of attaining substitutes be perceived. It is further understood that if the Personnel Director denies a request after four (4) bargaining unit members have been granted a leave under §10.05.04 on a given day, this denial shall not be subject to the grievance procedure.

**10.05.04.01 :** A teacher shall not use unexplained leave days consecutively without prior approval of the Personnel Director. His decision will be final and binding and not subject to the grievance procedure.

**10.05.04.02 :** Leave may be granted for those prohibited purposes addressed in section 10.05.03. Such leave shall be noncompensable and shall be strictly limited to no more than five (5) days per academic year. Benefits and seniority shall be maintained during such leave.

**10.05.04.03 :** 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.



10.05.05 : 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.

10.05.06 : ASSOCIATION DAYS:

10.05.06.01 : The Association shall be granted fifty (50) days. 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.

10.05.06.02 : 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.

10.06 : NONCOMPENSABLE LEAVES OF ABSENCE: A teacher granted a leave as herein under defined is not eligible to receive pay or benefits except as defined in §10.06.08.

10.06.01 : 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.

10.06.02 : Family care leave may be granted to teachers to care for ill members of the family upon request subject to 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.

10.06.03 : 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 his duties for the Anchor Bay School District.

10.06.04 : 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.

10.06.05 : 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.



10.06.06 : 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.

10.06.07 : CAREER OPTION LEAVE:

10.06.07.01 : 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.

10.06.08 : 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.

10.06.09 : 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 child care leave must advise the Board as early as possible of the effective date of the leave.

10.06.09.01 : ADOPTION LEAVE: Teachers 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.

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

10.06.11 : Leaves granted under §10.06.01, §10.06.02, §10.06.03, §10.06.04, §10.06.05, §10.06.07, §10.06.09 and §10.06.10, will 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 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 1st of the above requirement. Teachers returning from such leave shall be reinstated not earlier than the beginning of the next school year following the leave. Any teacher returning from such leave after having fulfilled the requirements as expressed herein shall be assigned to the first available position for which she/he is qualified as defined in §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 §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 defined in §14.10 teacher is certified and qualified as.



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

10.08 : **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, 1974, will be controlled as follows:

10.08.01 : 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.

10.08.02 : Upon death, the teacher'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.

10.09 : **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.

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

10.10.01 : **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.

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

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



10.10.03 : FORMAL APPLICATION: Applicants desiring Sabbatical Leave commencing in September shall file a formal application for Sabbatical Leave with the Superintendent of Schools at his 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 his 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.

10.10.04 : 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 Committee shall be chaired by the Superintendent, who will vote only in the event of a tie.

Consideration shall be given to:

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 establishing 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 the one percent (1%) of the teachers of the school district at the time the leaves are granted.

10.10.05 : 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.



10.10.05 Cont'd:

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 pay days.

10.10.06 : MISCELLANEOUS ADMINISTRATIVE PROVISIONS: Sabbatical Leave may be for a portion of the year, but may not exceed a full school year.\*\*

A teacher on Sabbatical Leave may not deviate from his 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.

Upon 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 his former position or to a position of at least comparable nature for which he is certified.

10.11 : Notices for seeking a leave, returning from leave and retirement:

10.11.01 : Failure to abide by the notice provisions of section 7.05 Shall result in the following sanctions:

SEEKING A LEAVE - Denial of the leave.

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

10.12 : The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) 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 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 : Teachers shall only be evaluated for purpose of formal evaluation by a principal, assistant principal, director or immediate supervisor. In cases where a teacher may have more than one immediate supervisor, the teacher shall be informed, prior to the evaluation, who the evaluator shall be. Any member of the Anchor Bay Community Schools administrative staff who has/had certification as a teacher, or who has a degree in school administration and training in evaluation of bargaining unit members, shall be qualified to evaluate bargaining unit members. This language would not prohibit the district from using outside consultants to assist the administrators when appropriate.

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 judgement 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:



**12.04 Cont'd:**

- (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) Bargaining unit members who volunteer as a mentor shall receive a yearly stipend of \$600.00.

**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 \_\_\_\_\_

---

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 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>TENURE ( )</b>	<b>NUMBER OF YEARS</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>

FINAL EVALUATION PACKAGE



**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



COMMENTS BY EVALUATEE

SIGNATURE PAGE

=====

PROBATIONARY TEACHER

- Recommend 2nd year of 4 year Probation
- Recommend 3rd year of 4 year Probation
- Recommend 4th year of 4 year Probation
- Recommend for Tenure
- Not Recommended for Contract Renewal

OUTSIDE TENURED TEACHER

- Recommend 2nd year of 2 year Probation
- Recommend for Tenure
- Not Recommended for Contract Renewal

DISTRICT TENURED TEACHERS

- 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: \_\_\_\_\_

OBJECTIVES	STRATEGIES	OUTCOME	DATE



## 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 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.

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

**18.01 \_\_\_\_\_ :** **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 1998-1999 FY 1999-2000

\$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 - \$2.00 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 1989-90 school year under MESSA Super Care I. 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,



**18.05 Cont'd:**

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, 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
Orthodontic Expense Insurance	
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.



## 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 which 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



**19.05 Cont'd:**

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.

**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 inservice 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 (junior high 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.

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. An annual review of such standards shall be made by the Committee.



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, inservice 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 : One curriculum meeting per month may be called by the building principal or assistant superintendent for curriculum and instruction. This is in addition to staff meetings as defined in Section 5.07.

20.08.02 : Stipends will be paid for district inservices, 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 \$55 (1998-99) \$65 (1999-2000) for a full day and \$35 (1998-99) and \$45 (1999-2000) 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 20.08.02. 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.

21.09 : STEP FIVE: If the Association is dissatisfied with the decision of the Step Four meeting, the Association may file for a final and binding arbitration within ten (10) work days. Such request should be filed in writing, setting forth the dispute to be arbitrated. Such demand for arbitration shall be agreed upon between the parties. In the event no agreement is reached within ten (10) days, then the party requesting arbitration shall file a demand for arbitration 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 (1/2) by the Association and one-half (1/2) 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 have 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 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, that 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 184 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 184.

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.



22.08 Cont'd:

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 1 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 non-participation in the school improvement committee.



ARTICLE 25

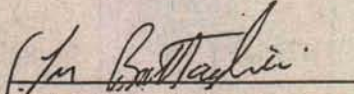
DURATION OF AGREEMENT

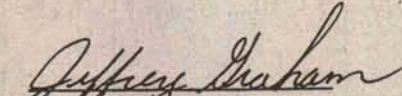
25.01 \_\_\_\_\_: This agreement shall be and continue in full force until August 31, 2000, and shall not continue thereafter unless the parties hereto agree to such extension in writing.

25.02 \_\_\_\_\_: In witness whereof:

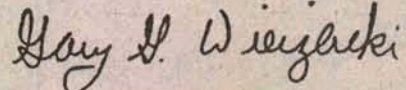
The parties hereto have executed this agreement by their duly authorized representatives on the 27th day of May, 1998.

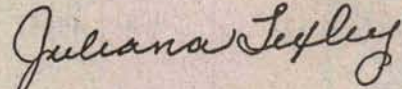
M.E.A./N.E.A., LOCA<sup>1</sup>

  
Luigi Battaglieri,  
President

  
Jeff Graham,  
President

BOARD OF EDUCATION  
ANCHOR BAY SCHOOL DISTRICT

  
Gary G. Wierzbicki,  
President

  
Dr. Juliana Texley,  
Superintendent



**APPENDIX A**  
**1998-1999 SALARY SCHEDULE**

1	2	3	4	5	6	7	8	9	10	11
<u>B.A.</u>										
29516	31825	33623	35417	37275	39230	41346	43568	45975	48607	50951
<u>M.A.</u>										
32419	34887	36795	38890	41156	43604	46102	48785	51660	54996	58406
<u>N.D.</u>										
23612	25458	26897	28333	29818	31386	33708	34856	36776	38884	40761

**1999-2000 SALARY SCHEDULE**

1	2	3	4	5	6	7	8	9	10	11
<u>B.A.</u>										
30401	32780	34632	36480	38393	40407	42586	44875	47354	50065	52480
<u>M.A.</u>										
33392	35934	37899	40057	42391	44912	47485	50249	53210	56646	60158
<u>N.D.</u>										
24320	26222	27704	29183	30713	32328	34070	35902	37879	40051	41984

1. To qualify for the higher education level of the MA Degree, an official transcript shall be provided the Superintendent's office on or before November 1st of each school year.
2. The structure of the above salary schedule has been changed on several occasions. In 1971-72, four (4) intermediate steps (BA + 10, BA + 20, and MA + 20) were eliminated; in 1974-75, two (2) more intermediate steps were eliminated, (BA + 15 and MA + 15). In 1976-77, the additional education increment for a Specialist Degree has likewise been eliminated. Any teacher on any eliminated step or receiving an educational increment prior to its elimination shall not receive less money that if such step or educational increment remained.
3. The cost of living provision will not be applicable for the 1987-90 contract year.



## APPENDIX A-1

### 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 1997-98 and 1998-99 and 1999-2000 contract years.



## APPENDIX B-1

### EXTRACURRICULAR COMPENSATORY ACTIVITIES

#### ATHLETICS

FY 1998-99 TO  
FY 1999-2000

	HEAD COACH	<u>PERCENT</u>
Football		12.5
Basketball*		12.5
Wrestling		10.5
Track*		9.5
Baseball		10.5
Tennis		8.5
Golf		7.0
Cross Country		7.5
Cross Country (Middle School)		3.5
Volleyball		10.5
Softball		10.5
Soccer*		10.5
	<b>ASSISTANT COACH</b>	
Football (Varsity)		9.5
Football (Jr. Varsity Head)		9.5
Football (Jr. Varsity Ass't.)		9.0
Football (9th Grade)		8.5
Football (9th Grade Ass't.)		8.0
Football (Jr. High)		7.0
Football (Jr. High Ass't.)		6.5
Flag Football (Middle School Coordinator)		3.0
Basketball (Jr. Varsity)*		9.5
Basketball (9th Grade)*		8.5
Basketball (8th Grade)*		7.0
Basketball (7th Grade)*		7.0
Baseball (Jr. Varsity)		8.0
Baseball (9th Grade)		7.0
Tennis (Middle School)		3.5



**APPENDIX B-1 Cont'd:**

<b>ATHLETICS</b>	<b>ASSISTANT COACH</b>	<b>FY 1998-1999 - FY 1999-2000</b>
		<b>PERCENT</b>
Wrestling (Jr. Varsity)		9.0
Wrestling (9th Grade)		7.0
Wrestling (Middle School)		4.5
Track (Jr. Varsity Head)*		7.0
Track (Junior High)		7.0
Track (Ass't. Middle School)		3.5
Cheerleaders (Varsity)		7.5
Cheerleaders (Jr. Varsity)		7.0
Cheerleaders (9th Grade)		5.5
Cheerleaders (8th Grade)		5.5
Cheerleaders (7th Grade)		5.5
Intramurals (Jr. High)*		6.5
Intramurals (Elementary)*		3.5
Volleyball (Jr. Varsity)		9.0
Volleyball (Jr. High)		6.0
Volleyball (Ass't. Jr. High) (When 2 Teams Compete Separately)		4.0
Volleyball (9th Grade)		7.0
Softball (Jr. Varsity)		8.0
Softball (9th Grade)		7.0
Soccer J.V.		8.0
Pom Pon - H.S.		7.0
Pom Pon - Ass't. - H.S.		3.5
Pom Pon - J.H.		3.5

\*Refers to boy's and girl's program.



APPENDIX B-2

EXTRACURRICULAR COMPENSATORY ACTIVITIES

FY 1998-1999 -  
FY 1999-2000

NONATHLETIC

PERCENT

Advisor (9th Grade)	3.5
Advisor (10th Grade)	3.5
Advisor (11th Grade)	5.0
Advisor (12th Grade)	4.5
Art Club	1.5
Bands (All Activities)	11.0
B.O.E.C.	1.5
Chess Sponsor	1.0
Choir/Chorals	8.0
Choir/Elementary Bells	3.5
Debate	5.5
Drill Team	2.5
French Club	1.5
G.A.A. (9th Grade)	3.5
G.A.A. (10th Grade)	3.5
G.A.A. (11th Grade)	3.5
G.A.A. (12th Grade)	3.5
National Honor Society	1.5
Newspaper (High School)	3.5
Play (High School)	5.0
Plays (High School - 2 or more plays)	9.0
Spanish Club	1.5
Student Council (High School)	5.5
Student Council (Jr. High)	2.0
Varsity Club	2.5
Yearbook (High School)	9.0
Yearbook (Jr. High)	3.5
District Camping Program - per teacher	\$ 35.00
Driver Education	\$ 12.50
	\$ 13.00
Science Olympiad	\$ 350.00
Future Problem Solving	\$ 350.00
Invention Convention	\$ 350.00
* Homecoming Advisor (If not included in Class Advisor)	\$ 250.00
Curricular Leaders	6.0
D.E.C.A.	1.5
V.I.C.A.	1.5
International Club	1.5



## APPENDIX B-3

FY 1998-1999 - FY 1999-2000

### 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 junior high 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 C

NO REPRISAL AGREEMENT

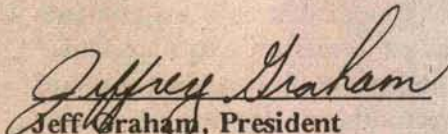
WHEREAS, the parties have negotiated and have entered into a tentative agreement for the term of September 8, 1998 to August 31, 2000, and

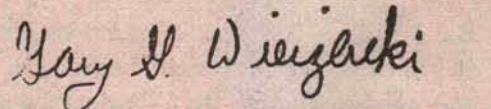
WHEREAS, the parties are desirous of promoting harmonious relations by withdrawing all pending litigation regarding either parties conduct during these negotiations and avoiding recriminations against all persons involved in any dispute related to negotiations and the aforementioned working conditions.

NOW THEREFORE, in consideration of the foregoing it is hereby mutually agreed as follows:

1.) The Employer will not initiate, encourage, support, or condone any punitive, disciplinary, legal and/or administrative action against any employee or the Association, its officers, agents, representatives, and employees as a result of any incident which arose prior to September 20, 1991.

2.) Neither the Association nor any member will discriminate, discipline any student, parent, employee, agent, or Board member as a result of any incident which arose during this period of September, 1991 through August 31, 1993.

  
Jeff Graham, President  
Education Association

  
\_\_\_\_\_  
Gary G. Wierzbicki, President  
Board of Education

\_\_\_\_\_  
Date



APPENDIX D

LETTERS OF UNDERSTANDING

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.

-----  
The Association and the school board will work cooperatively to foster a positive image for the Anchor Bay School District in the community.

-----  
The Association agrees to promote the in-service days among the teachers of the district.

-----  
The beginning balance in the sick bank for the 1987-88 school year will be 429 days.



## LETTER OF UNDERSTANDING

### 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. Any compensatory time accumulated should be used with the semester of accumulation.
3. Accumulated compensatory time over 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.
4. A form will be used to maintain an accurate record of compensatory time earned. This compensatory record form will be signed by the appropriate supervisor and the bargaining unit member within five 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  
Counseling Parent Meetings, or Summer Scheduling  
Fine Arts Festivals, Presentations  
Special Compensatory Education Programs (Quick Start)

or such other formal programs which are approved in advance by the Superintendent.

6. This Letter of Understanding will expire August 31, 2000 unless continued by mutual agreement.



**COMPENSATORY TIME EARNED / USED FORM**

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

DATE	DUTY	EARNED DAYS	EARNED HOURS
	TOTAL EARNED =	_____	_____

S/he shall be released from regular work hours for an equal amount of time on mutually agreeable dates, including the days before/after holiday recesses. Any compensatory time accumulated should be used with the semester of accumulation.

DATE	COMPENSATION TIME	USED DAYS	USED HOURS
	TOTAL USED = BALANCE (EARNED - USED) =	_____ _____	_____ _____

Approved by:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

<p><b>NOTE: ANY DISAGREEMENT BETWEEN THE SUPERVISOR AND THE BARGAINING UNIT MEMBER SHALL BE RESOLVED BY THE SUPERINTENDENT.</b></p>
---



MEMORANDUM FOR THE RECORD

DATE: \_\_\_\_\_

DATE	DESCRIPTION	AMOUNT

TOTAL \_\_\_\_\_

DATE	DESCRIPTION	AMOUNT

TOTAL \_\_\_\_\_

DATE	DESCRIPTION	AMOUNT

TOTAL \_\_\_\_\_



**LETTER OF AGREEMENT**

between

**MEA-NEA-LOCAL 1, ANCHOR BAY**

and

**ANCHOR BAY BOARD OF EDUCATION**

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

**EXTRACURRICULAR ASSIGNMENT**

\_\_\_\_\_ 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 assignment form the Coach/Sponsor indicates a commitment to continue in this position for the next season / school year unless an emergency occurs.

**BOARD OF EDUCATION:**

**MEA-NEA LOCAL 1, ANCHOR BAY:**

Juliana Sedley  
(Superintendent)

Martine A. Abraham  
(President)

\_\_\_\_\_  
(Date)

D-3

11/23/93  
(Date)



**LETTER OF AGREEMENT**

between

**MEA-NEA LOCAL 1, ANCHOR BAY**

and

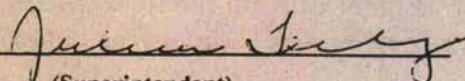
**ANCHOR BAY BOARD OF EDUCATION**

**Involuntary Transfer**

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.

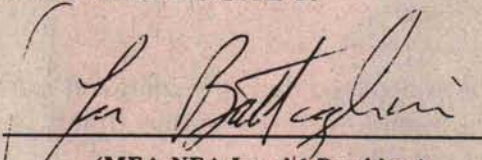
1. When involuntary transfers are made the least senior staff in the building will be considered first.
2. When midyear vacancies occur, teachers who have been subject to involuntary transfer will have the option of requesting these positions before hiring occurs.
3. In situations where openings occur 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.

**BOARD OF EDUCATION:**

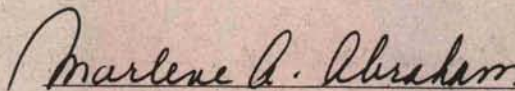
  
(Superintendent)

12/2/93  
(Date)

**MEA-NEA LOCAL 1:**

  
(MEA-NEA Local 1 President)

12-2-93  
(Date)

  
D-4 (Unit President)

12/2/93  
(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 of 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 L. Lelke*  
(Superintendent)

*Margaret A. Abrahamson*  
(President)

1/13/94  
(Date)

1/13/94  
(Date)



**LETTER OF AGREEMENT**

**BETWEEN**

**MEA-NEA LOCAL I, ANCHOR BAY**

**AND**

**ANCHOR BAY BOARD OF EDUCATION**

**The Joint Professional Instructional and Curriculum Council**

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 member, administrator of ABEA member, from each site/department: High School, Junior High, ABE, ABUE, LMS, SES, DAN, 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.

**BOARD OF EDUCATION:**

**MEA-NEA LOCAL 1:**

*Juliana Seelye*  
(Superintendent)

*John Battaglin*  
(MEA-NEA Local 1 President)

\_\_\_\_\_  
(Date)

7-14-93  
(Date)

\_\_\_\_\_  
(Unit President)

\_\_\_\_\_  
(Date)

D-6

*ma*  
*11/20/94*  
*28 11/20/94*



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:

*Juliana Kelley*  
(Superintendent)  
7/19/95  
(Date)

MEA-NEA LOCAL 1, ANCHOR BAY

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



## LETTER OF UNDERSTANDING

The parties agree to pilot for 1998-99 and 1999-2000 a released-time arrangement for the President of MEA-NEA Local I, 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 1999-2000 school year.



LETTER OF AGREEMENT

between

MEA-NEA LOCAL 1, ANCHOR BAY

and

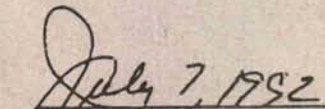
ANCHOR BAY BOARD OF EDUCATION

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:

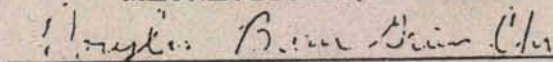
1. Karen Trevillian will be placed in a fifth grade classroom at Anchor Bay Upper Elementary School for the 1992-93 school year. Ms. Trevillian will not be subject to involuntary transfer for the 1992-93 school year unless her transfer would save the job of a bargaining unit member from lay-off. In other words, Ms. Trevillian will not be "bumped" from the 5th grade position until all other bargaining unit members with the needed special education certification are transferred from their regular classroom position to prevent the lay-off 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.

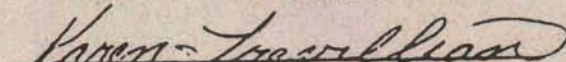
BOARD OF EDUCATION:

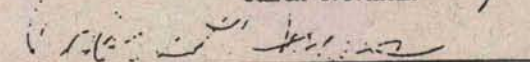
  
Superintendent

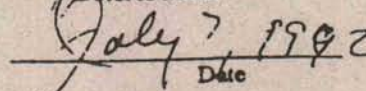
  
Date

MEA-NEA LOCAL 1, ANCHOR BAY:

  
President

  
Karen Trevillian

  
Dolores Jones

  
Date



LETTER OF UNDERSTANDING

*gd 5/27/98  
Aes 5/27/98*

DAYS AND HOURS OF INSTRUCTION

The parties understand that Section 1284 of the revised School Code (MCL 380.1284) requires certain hours and days of instruction in order not to have State School Aid payments withheld. The parties further understand that the Law (MCL 380.1284 (3) currently permits the district to opt out of the requirement for increased days of instruction. The parties agree that in the event the district must meet the minimum days of instruction in order to receive full State Aid for the 1998-99 and 1999-2000 school years, the parties will meet prior to June 1, of the affected year to negotiate scheduled student contact days and negotiate a calendar under which the then existing staff will meet the minimum days required to receive full State Aid.

BOARD OF EDUCATION

MEA-NEA LOCAL I ANCHOR BAY

\_\_\_\_\_  
(Superintendent)

\_\_\_\_\_  
(Unit President)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## 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

between

MEA/NEA Local 1, Anchor Bay Education Association

and

Anchor Bay Board of Education

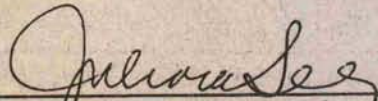
It is agreed that the following changes will be made to Article 12 (Teacher Evaluation):

12.01.02 Tenure teachers shall be evaluated at least once every ~~other~~ three years.

12.01.05 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.

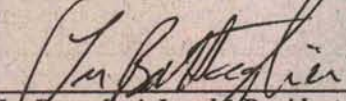
The form entitled "Improvement Form" shall be retitled "Individual Development Plan."

BOARD OF EDUCATION

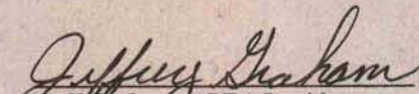
  
Dr. Juliana Texley, Superintendent

10/17/98  
Date

MEA/NEA LOCAL 1

  
La Battaglieri, Local 1 President

10-22-98  
Date

  
Jeff Graham, ABEA President

10/17/98  
Date



LETTER OF UNDERSTANDING

BETWEEN

MEA/NEA LOCAL 1,  
ANCHOR BAY EDUCATION ASSOCIATION

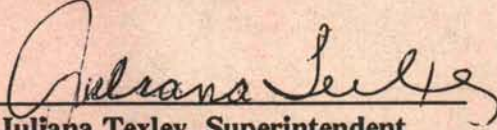
AND

ANCHOR BAY BOARD OF EDUCATION

It is agreed that for the 1998-99 school year, there shall exist a bargaining unit position called Elementary Science Coordinator. The following conditions shall apply to these positions:

- 1.) One coordinator shall be hired for each K-5 building for a total of six (6) coordinators.
- 2.) Each coordinator will be paid the sum of \$300.00.
- 3.) The position will exist solely for the 1998-99 school year.

BOARD OF EDUCATION

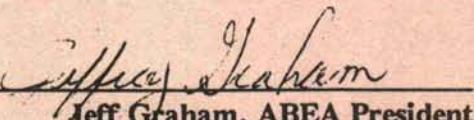
  
\_\_\_\_\_  
Dr. Juliana Texley, Superintendent

10/19/98  
Date

MEA/NEA LOCAL 1

  
\_\_\_\_\_  
Lu Battaglieri, Local 1 President

10-22-98  
Date

  
\_\_\_\_\_  
Jeff Graham, ABEA President

10/19/98  
Date



## LETTER OF UNDERSTANDING

### MESSA PAK

The parties have agreed that the coverages provided by MESSA PAK Life, Optical, Dental and LTD may be used to satisfy coverages specified in the contract, in full for 1996-97. MESSA Life, Optical, Dental and LTD may remain in place for the life of the Contract. 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. This Letter of Understanding does not affect current Health Insurance coverage.

<b>Plan A - EMPLOYEES ELECTING MESSA HEALTH INSURANCE</b>	
<b>HEALTH</b>	<b>SUPER CARE 1</b> <b>(Includes \$5,000 AD&amp;D Basic Term Life)</b>
<b>LTD</b>	<b>66 2/3%</b> <b>\$2,500 Monthly Maximum Benefit</b> <b>90 Calendar Day Modified Fill</b> <b>Freeze on Offsets</b> <b>Alcohol/Drug Waiver            Same as any other illness</b> <b>Mental/Nervous Waiver        Same as any other illness</b>
<b>LIFE INSURANCE</b>	<b>\$40,000 with AD&amp;D</b>
<b>VISION</b>	<b>VSP-2</b>
<b>DELTA DENTAL</b>	<b>80/80/80: \$1,300 or 50/50/50: \$1,000</b> <b>\$1,000 Maximum for Class I &amp; II</b>



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

**LTD**

**66 2/3%**

**\$2,500 Monthly Maximum Benefit**

**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    100:90/90/90: \$1,500 or 50/50/50: \$1,000**  
**\$1,000 Maximum for Class I & II**

**DEPENDENT LIFE**

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



**LETTER OF UNDERSTANDING**

between

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

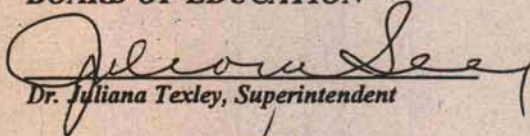
and

**Anchor Bay Board of Education**

It is agreed that Article 5 will be changed by adding the following language to the sections cited below:

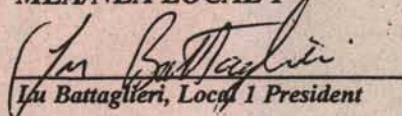
- 5.01 Teachers at the elementary buildings shall be permitted to leave ten (10) minutes after completing their assignment.
- 5.02 (d) at the elementary buildings, a duty-free lunch period of no less than thirty-five (35) minutes per day not to include passing time.

**BOARD OF EDUCATION**

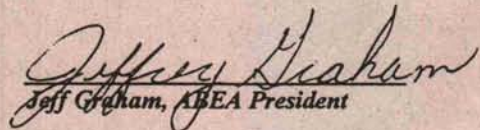
  
Dr. Juliana Texley, Superintendent

10/23/98  
Date

**MEA/NEA LOCAL 1**

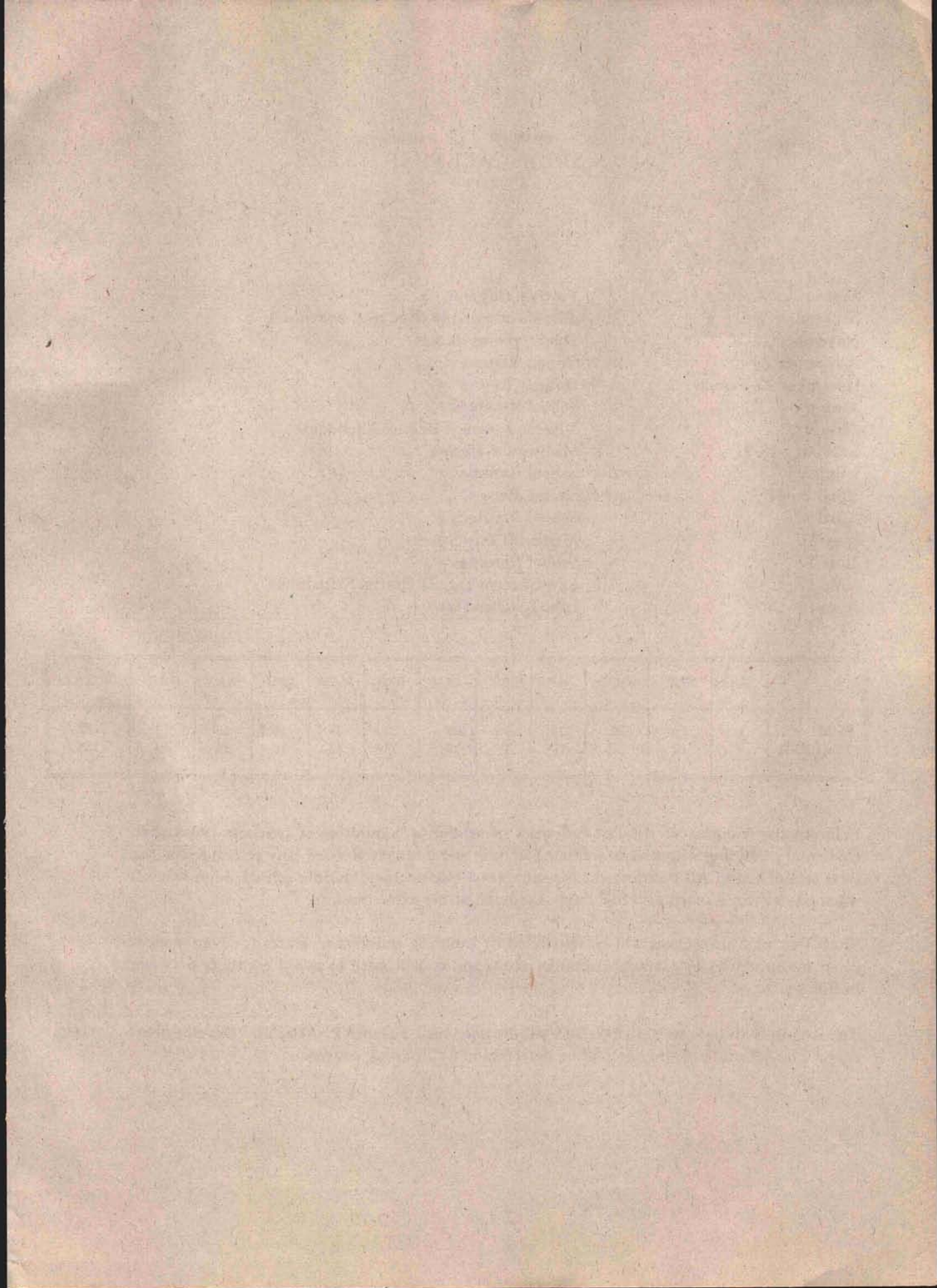
  
Lu Battaglieri, Local 1 President

10-26-98  
Date

  
Jeff Graham, ABEA President

10/23/98  
Date







**SCHOOL CALENDAR**  
1998-99

*g.g. 5/27/98*  
*Day 5-27-98*

September 8	Teacher Day
September 9	First Student Day (Reduced Schedule)
November 25-29	Thanksgiving Recess
November 30	School Resumes
December 23-January 3	Holiday Recess
January 4	School Resumes
January	3 Record Days - Reduced Schedule
February 18-21	Mid-winter Recess
February 22	School Resumes
April 2 - 11	Spring Recess
April 12	School Resumes
May 31	Memorial Day Recess
June 1	School Resumes
June 17	Last Student Day (Reduced Schedule)
June 18	Last Teacher Day

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
PUPIL		16	22	18	16	20	18	23	16	20	13	182
TEACHER		17	22	19*	16	20	18	23	16	20	14	185

Prior to the Monday of the last full week of school, a committee of teachers from each elementary building will meet to set four SIP days and January Record Day schedule for the next school year. All buildings at the same level (elementary, middle school, high school) must have their Record and SIP days scheduled at the same time.

\*Fall Parent Conferences will be scheduled by building consensus. Dates for conferences must be approved by Central Administration and coordinated to avoid conflicts between buildings.

The August 30th date in the 1999-2000 will be used as a Teacher Professional Development Day. The schedule of the day will be determined by building consensus.



SCHOOL CALENDAR  
1999-2000

*JG 5/27/98*  
*5-27-98*

August 30	Professional Development Day (Teacher Day)
August 31	First Student Day (Reduced Schedule)
September 3-6	Labor Day Recess
September 7	School Resumes
November 24-28	Thanksgiving Recess
November 29	School Resumes
December 22-January 2	Holiday Recess
January 3	School Resumes
January	3 Record Days - Reduced Schedule
February 24-27	Mid-winter Recess
February 28	School Resumes
April 21-30	Spring Recess
May 1	School Resumes
May 29	Memorial Day Recess
May 30	School Resumes
June 9	Last Student Day (Reduced Schedule)
June 12	Last Teacher Day

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
PUPIL	2	20	21	19	15	21	19	23	14	22	7	182
TEACHER	1	20	21	20*	15	21	19	23	14	22	8	185

Prior to the Monday of the last full week of school, a committee of teachers from each elementary building will meet to set four SIP days and January Record Day schedule for the next school year. All buildings at the same level (elementary, middle school, high school) must have their Record and SIP days scheduled at the same time.

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