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1.

PREAMBLE

2. A: This Agreement, entered into this 2nd day of September, 1971,
3. by and between the Anchor Bay School District of Macomb and St.
4. Clair Counties, Michigan, hereinafter called the "Board", and the
5. Anchor Bay Education Association, hereinafter called the "Association".
6. B: The Board of Education is required by law to negotiate with the
7. Anchor Bay Education Association on wages, hours and the terms and
8. conditions of employment of teachers, and the parties through negotiation
9. in good faith have reached agreement on all such matters and desire to
10. execute this contract covering such agreement.
11. C: In consideration of the following mutual covenants, it is hereby .
12. agreed as follows:

1.

ARTICLE I

2.

RECOGNITION

3. A: The Board hereby recognizes the Anchor Bay Education Association
4. as the exclusive bargaining representative as defined in Section II
5. of Act 379, Public Acts of 1965, for all regular certified classroom
6. teachers, guidance counselors, and librarians employed during the
7. period of this agreement, but excluding supervisory and executive
8. personnel, per diem personnel, office, clerical, maintenance, trans-
9. portation, and operating employees.
10. B: The term "Teacher" as used herein shall mean all employees in the
11. bargaining unit as above defined.
12. C: As used herein, the term "Board" shall include the Board, its
13. agents, and designees.
14. D: The Board agrees not to negotiate with any organization other
15. than that designated as the classroom teacher representative pursuant
16. to Act 379, Public Acts of 1965, for the duration of this Agreement.

1. ARTICLE II

2. ASSOCIATION AND TEACHER RIGHTS

3. A: The Board recognizes that the law guarantees that every employee
4. of the Board shall have the right freely to organize, join, and support
5. the Association for the purpose of engaging in collective bargaining or
6. negotiation.
7. B: Nothing contained herein shall be construed to deny or restrict
8. to any teacher rights he may have under the Michigan General School Laws
9. or other applicable laws and regulations.
10. C: The Association and its representatives shall have the right to
11. use school buildings at all reasonable hours for meetings, provided that
12. when special custodial service is required, the Board may make a reason-
13. able charge therefor. No charge shall be made for use of school rooms.
14. Use of school buildings shall be limited to legitimate Association busi-
15. ness.
16. D: Association representatives and officers shall be permitted to
17. transact intra building Association business on school property at all
18. reasonable times, provided that this shall in no way interfere with or
19. interrupt normal school operations, provided, however, that the President
20. of the Association shall be permitted to go to any building in the system
21. during his preparation period.
22. E: The Association shall have the right to use school facilities and
23. equipment, including typewriters, mimeograph machines, other duplicating
24. equipment, calculating machines, and all types of audio-visual equipment
25. at reasonable times, when such equipment is not otherwise in use. Such
26. use shall be limited to legitimate Association business purposes and shall
27. be in accordance with reasonable published district wide rules and regula-
28. tions. The Association shall pay for the reasonable cost of all materials
29. and supplies incident to such use.
30. F: The Association shall have the right to post notices of activities
31. and matters of Association concern on the bulletin boards assigned to the
32. Association, at least one of which shall be provided in each school build-
33. ing. The Association shall assume responsibility for all matters posted
34. on such bulletin boards. The Association may use the District mail services
35. and teacher mail boxes for communications to teachers.

1.

ARTICLE III

2.

RIGHTS AND RESPONSIBILITIES OF THE BOARD

3. The Board on its own behalf and on behalf of the electors of the
4. District, hereby retains and reserves unto itself, without limitation,
5. all powers, rights, authority, duties and responsibilities conferred
6. upon and vested in it by the laws and the Constitution of the State of
7. Michigan, and of the United States, including but without limiting the
8. generality of the foregoing the right:

9. 1.) To the Executive management and administrative control of the
10. School System and its properties and facilities, and the activities of
11. its employees.

12. 2.) To hire all employees and, subject to the provisions of law,
13. to determine their qualifications and the conditions for their continued
14. employment, or their dismissal or demotion; and to promote and transfer
15. all such employees.

16. 3.) To establish grades and courses of instruction, including
17. special programs, and to provide for athletic, recreational and social
18. events for the students, all as deemed necessary or advisable by the
19. Board.

20. 4.) To decide upon the means and methods of instruction, the
21. selection of textbooks and other teaching materials, and the use of
22. teaching aids of every kind and nature.

23. To determine class schedules, the hours of instruction and the
24. duties, responsibilities, and assignments of teachers and other em-
25. ployees with respect thereto, and with respect to administrative and non-
26. teaching activities, and the terms and conditions of employment.

27. The exercise of the foregoing powers, rights, authority, duties and
28. responsibilities by the Board, the adoption of policies, rules and regul-
29. ations and practices in furtherance thereof, and the use of judgment and
30. discretion in connection therewith shall be limited only by the specific
31. and express terms of this Agreement, to the extent such specific and ex-
32. press terms hereof are in conformance with the Constitution and Laws of
33. the State of Michigan, and the Constitution and Laws of the United States.

34. The Parties understand that the rights and responsibilities of the
35. Board delineated above are, of course, subject to the provisions of Act
36. 379 of the Public Acts of 1965. The Board agrees that the provisions of
37. this article are in no way intended to abrogate the obligations of the
38. Board with respect to the provisions of Articles XXV and XXVI.

1.

ARTICLE IV

2.

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

3. A: Membership in the Association shall be open to all teachers of the
4. district regardless of race, creed, sex, marital status, or national
5. origin. It is understood that membership in the Association is not
6. compulsory, and it is agreed that neither party shall unfairly discrim-
7. inate against or pressure any member of the bargaining unit to compel
8. such person to join or refrain from joining the Association.

9. B: It is recognized that the proper negotiation and administration
10. of collective bargaining agreements entail expense which is appropriately
11. shared by all teachers who are beneficiaries of such agreements. To this
12. end, in the event a teacher shall not join the Association and such
13. teacher shall, as a condition of continued employment by the Board, pay
14. a sum equivalent to the total unified dues of the Association. In the
15. event that such payment is not made for a period of thirty days of the
16. commencement of employment of the teacher, the Board agrees that in
17. order to effectuate the purposes of the Public Employment Relations Act
18. and this Agreement, the services of such teacher shall be discontinued
19. as of the end of the current school year. Such teacher or teachers
20. shall be notified of the termination of their services immediately upon
21. the expiration of the thirty day period heretofor mentioned. However,
22. if at the end of the school year the teacher or teachers receiving the
23. termination notice shall then be engaged in pursuing any legal remedies
24. contesting the discharge under this provision before the Michigan Tenure
25. Commission or a court of competent jurisdiction, such teacher's services
26. shall not be terminated until such time as such teacher or teachers have
27. either obtained a final decision as to the validity or legality of said
28. discharge, or said teacher or teachers have ceased to pursue the legal
29. remedies available to them by not making a timely appeal of any de-
30. cision rendered in said matter by the Michigan Tenure Commission or
31. court of competent jurisdiction.

32. C: The ABEA will indemnify and hold harmless the Anchor Bay School
33. District and assume and discharge the District's full and complete
34. liability arising out of or in connection with any and all litigation
35. or proceedings, including attorney fees and costs, brought against the
36. District by any employee, group of employees, who has been discharged
37. pursuant to Article IV of the parties' collective bargaining agreement
38. dated September 2, 1971; provided that such liability is predicated upon
39. a decision of a court of last resort in the State of Michigan.

40. D: The deduction of membership dues or payments in lieu thereof shall
41. be made from each pay check each school year for those teachers that
42. have signed an authorization on the dues deductions form or payment
43. in lieu thereof. The Board shall transmit the deducted amount to the
44. Association. The first month the deduction is made, a list of teachers
45. from whom the dues have been deducted will accompany the money. On
46. any month thereafter, the Association Treasurer will be notified of
47. any changes accompanying later transmissions.

ARTICLE IV - (continued -2)

1. Said deductions shall be authorized by the individual teacher submitting
2. the signed authorization form to be received by the bookkeeper not later
3. than ten (10) days prior to the pay date.
4. E: Payroll deductions shall also be made upon written and signed
5. authorization from the individual teacher for credit union, charitable
6. donations and/or other programs approved by the Board. The individual
7. authorization forms must be received by the bookkeeper at least ten
8. days prior to the pay date.
9. F: In the event the Association violates Article XX, then the benefits
10. of Article IV shall be lost for the remainder of the Contract period.

1.

ARTICLE V

2.

TEACHING HOURS AND CLASSLOADS

3. A: Teachers are expected to be at their assigned building at least ten (10)
4. minutes prior to the beginning of such assignment. Teachers will not be required
5. to supervise children at this time. Teachers shall be permitted to leave fifteen
6. (15) minutes after the close of the pupils' regular school day. Teachers are en-
7. couraged to remain for a sufficient period after the close of the pupils' day to
8. attend to those matters which properly require attention at that time, except that
9. on Fridays or on days preceding holidays or vacations, the teachers' day shall end
10. five (5) minutes after the pupils' day.

11. B: The normal work week for a regular classroom teacher shall not exceed (1)
12. five (5) hours for classroom preparation, (2) twenty-five (25) hours for
13. classroom instruction, (3) a duty free lunch period no less than thirty (30)
14. minutes, not to include passing time, (4) all attempts will be made in the
15. Secondary buildings to assign no more than three (3) preparations per teacher,
16. per semester. If, however, a teacher is assigned more than three (3) prepar-
17. ations, the teacher, the Association representative and the building principal
18. shall meet to consider and resolve the problem and means of alleviating such
19. problem. The solution resulting therefrom shall be instituted within five
20. (5) working days.

21. C: An Administrator may require a teacher to assume an absent teacher's as-
22. signment during such teacher's preparation period, if that assignment cannot
23. be filled on a voluntary basis. Involuntary assignments shall be rotated among
24. all available teachers.

25. D: In the event economic conditions demand a reduction in services the parties
26. will confer for the purpose of implementing the proposed reduction. The
27. Association, however, recognizes that the decision of the Board in this area
28. is final.

29. E: If a substitute for any teacher cannot be secured, the classroom teacher
30. shall be paid one-sixth (1/6) of the minimum base salary. Any portion of the
31. total assignment shall be prorated accordingly.

32. F: Assignment to a supervised study period shall be considered a teaching
33. period for purposes of this article. A class period in the senior and
34. junior high schools shall not exceed fifty-five (55) minutes. The normal
35. weekly teaching load in the elementary schools shall not exceed five (5)
36. hours of pupil contact per day.

37. G: Elementary teachers will be provided two (2) fifteen (15) minute or one
38. (1) thirty (30) minute relief period (s) per day.

39. H: In addition, elementary teachers may use for preparation, all time during
40. which their classes are receiving instruction from various teaching specialists.

ARTICLE V - (continued - 2)

1. I: Teachers are required to attend all staff meetings with a limitation of
2. one (1) meeting per week except in cases of emergency. Whenever possible,
3. teachers shall be given a minimum of forty-eight (48) hours notice for staff
4. meetings. With permission of the Building Principal teachers will be excused
5. from staff meetings for legitimate reasons.
6. J: No elementary teacher will perform lunch room, hall, bus or playground
7. non-teaching assignments unless the teacher volunteers for said duty on a
8. monetary basis. No secondary teacher will be assigned lunch room, hall,
9. or bus duty unless said teacher volunteers for said duty on a monetary
10. basis, unless such assignment is part of the teachers' regular scheduled
11. workday. It is understood that situations requiring immediate action do
12. occur. When this happens, the teacher will assist in securing the children
13. for that day. The principal and staff will then confer in an attempt to
14. alleviate the situation for its duration.
15. K: Upon notifying the Building Principal or his designated representative,
16. members of the staff may leave the building during their lunch periods so
17. long as no more than 50% of that building's teachers are gone at one time.
18. L: A teacher engaged during the school day in negotiating in behalf of the
19. Association with any representative of the Board or participating in any pro-
20. fessional grievance negotiation, including arbitration, shall be released from
21. regular duties without loss of salary.
22. M: Teachers who have assignments in more than one (1) building, shall be
23. provided relief and preparation time to the same extent as other teachers
24. in the district.
25. N: Upon reasonable request and with permission of the Building Principal,
26. or office, a staff member may leave the school building for purposes of
27. school business during their conference period.

1.

ARTICLE VI

2.

HANDICAPPED CHILDREN

3. A: The Board and the Association recognize that students having special
4. problems of a physical, mental or emotional nature need programs designed
5. to meet the needs these handicaps present. The parties agree that the
6. implementation of this article will follow regulations provided by the
7. Michigan School Code.

8. B: There shall be created a Special Services Committee. The Committee
9. shall be composed of, but not limited to, any person working in a state-
10. reimbursed program, a delegate from the Joint Professional Study Council,
11. and the Coordinator of Special Services. The Committee will invite other
12. persons at their discretion. The purpose of this Committee shall be to
13. develop and expand the curriculum in all special education areas, to eval-
14. uate current programs, and to help institute new programs when deemed nece-
15. ssary. The members of this Committee shall be provided with release time
16. at the end of each marking period and during record days to hold its
17. meetings. Other meetings may be called at the discretion of the coordinator
18. of Special Services. A Coordinating Committee shall be composed of the
19. Coordinator, a Special Service Teacher and one (1) Association Representative.
20. It shall be the duty of the Coordinating Committee to compose the agenda
21. for each meeting of the Special Services Committee.

1. ARTICLE VII

2. TEACHING CONDITIONS

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

8. B: The following suggested class sizes represent desired objectives. The
9. utilization of facilities and personnel and the future planning of construction
10. and staff recruitment shall move toward these objectives.

11. CLASS SIZE LIMITS:

12. ELEMENTARY				SECONDARY	
13. Kindergarten	29	READINESS	19	Junior High	30
14. 1st - 2nd	29			Senior High	32
15. 3rd - 5th	30	SPECIAL ED.	15	Physical Ed.	45
16. 6th	30				

17. The following class sizes shall be limited by their unique characteristics and
18. working stations: VOCATIONAL, SCIENCE LABS, ART, CHOIR, AND BAND.

19. C: If at any time after the Monday after the fourth Friday of the school year
20. any class exceeds the specified limit by more than ten (10) percent, the in-
21. volved teacher, the Building Principal and representatives of the Board and
22. the Association shall meet to consider and resolve the problem and means of
23. relieving the situation including balancing classes, use of para-professionals,
24. additional staff, use of facilities in the community and/or other appropriate
25. solutions. Agreements reached shall be put into effect within five (5) work-
26. ing days. The Association recognizes that meeting these objectives depends
27. on budgetary limitations.

28. D: A committee shall be established in each building in the District to
29. establish guidelines and make recommendations for attaining minimal District
30. standards for educational supplies. The Board will attempt to provide:

31. (1) Adequate storage space (file cabinet) in each classroom for
32. instructional materials; (2) Adequate materials (blackout curtains)
33. required in daily teaching responsibilities; (3) A dictionary in
34. each teaching station; (4) A separate desk for each teacher, said
35. desk to have a lockable drawer; (5) Suitable closet space for each
36. teacher in which to store personal articles; (6) Adequate chalkboard
37. in every teaching station; (7) Copies, exclusively for the teacher,
38. of the text from which he teaches.

39. E: The Board will provide in each school adequate typing, duplicating,
40. stencil and mimeograph equipment, copier machine and supplies, and clerical
41. personnel to aid teachers in the preparation of educational material.

ARTICLE VII (continued - 2)

1. F: The Board will provide in each school adequate lunchroom, restroom
2. and lavatory facilities exclusively for teacher use and at least one (1)
3. room appropriately furnished, which shall be reserved for use as a faculty
4. room in which smoking will be permitted. The Board will confer as to what
5. is appropriate. A workroom will be made available for teachers who may be
6. teaching on "split" sessions or for all teachers who cannot occupy their
7. own rooms.
8. G: Telephone facilities shall be made available to teachers for reasonable
9. use. Long distance calls made by teachers shall be billed to the teacher's
10. home phone.
11. H: All attempts will be made to provide adequate off-street parking
12. facilities, properly lighted and properly maintained and identified ex-
13. clusively for teacher use. All attempts will be made to prevent the
14. parking area from being used as a playground. Sidewalks should also be
15. maintained.
16. I: Upon reasonable request to the Athletic Director, school athletic
17. facilities will be made available to a coach, use shall comply with
18. recognized rules and regulations.
19. J: Upon reasonable request to the Principal of the building involved,
20. facilities will be made available to a teacher in charge of an activity.
21. Use shall comply with recognized rules and regulations.
22. K: In the secondary buildings, all attempts will be made to avoid use of
23. the library as a study hall.
24. L: Teachers shall not be required to work under unsafe or hazardous con-
25. ditions or to perform tasks which endanger their health or safety.

1. ARTICLE VIII

2. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

3. A: The Board shall endeavor to hire only teachers for regular full-
4. time teaching positions who have bachelor degrees from an accredited
5. college or university and who have Provisional or Permanent Certificates,
6. except in those cases where the teacher is participating in an approved
7. program of internship or vocational technical education.
8. B: Teachers shall not be assigned outside the scope of their teaching
9. certificate, except temporarily and for good cause. The Association
10. shall be notified.
11. C: The employment of teachers by individual contract based on special
12. certificates is to be permitted only in cases of necessity.
13. D: It is the professional responsibility of each teacher of the district
14. to meet and maintain standards for Michigan certification and accreditation.
15. E: A teacher is expected to assume not more than two (2) non-seasonal
16. school related functions peculiar to their building within a school year.
17. By way of illustration such activities are enumerated in Appendix B-2.
18. Any assignments of non-seasonal school related functions in excess of
19. two (2) will be voluntary on the part of the teacher and will not conflict
20. with a season activity as defined in Appendix B-2.
21. F: Before the end of the school year, teachers employed in the District
22. shall be given written notice of their proposed schedule. If it becomes
23. necessary to change said assignments, the affected teacher will be consulted
24. as soon as practicable.

1.

ARTICLE IX

2.

VACANCIES, PROMOTIONS, TRANSFERS

3. A: Whenever any vacancy within the bargaining unit in the District
4. occurs, the Board shall publicize the same by giving written notice of
5. such vacancy to the President of the Association and by posting in
6. every school building for at least ten (10) working days. No position
7. shall be permanently filled until the expiration of such 10-day period.
8. During the summer months a notice of vacancy shall be sent to the summer
9. mailing address of each member.

10. B: Whenever a vacancy in any teaching position in the District is de-
11. clared during the school year, the Superintendent in his judgment so
12. determines such a vacancy, it may be filled on a temporary or tentative
13. basis until the end of the normal school year, at which time the position
14. will be considered vacant.

15. C: Any teacher regularly employed prior to the vacancy declared during
16. the school year, may apply in writing to the Superintendent or his re-
17. presentative for such vacancy, provided such vacancy is in the applicant's
18. area of certification.

19. D: Requests by a teacher for any vacancy shall be made in writing in an
20. original and two copies. The original shall be filed with the Superin-
21. tendent, one copy with the current building principal, and one copy with
22. the applicant. The applicant shall set forth reasons for transfer, the
23. school, grade, or position sought, and the applicant's academic qualifi-
24. cations.

25. E: For purposes of this Article, a promotion is defined as an upward
26. change in position and shall include such positions as Assistant Prin-
27. cipal, Principal, Athletic Director, Assistant Superintendent, and
28. Superintendent.

29. F: Whenever a vacancy is declared, which is a promotion as defined here-
30. in, the Board shall publicize such vacancy in the same manner as pre-
31. scribed in paragraph A of this Article. The failure to obtain a promotion
32. shall not be subject to the grievance procedure.

33. G: The parties agree that unrequested transfers of teachers are to be
34. minimized and avoided wherever possible. The Superintendent shall
35. promptly notify the affected teacher and the Association of the reasons
36. for said transfer. The affected teacher may resign without the Board
37. requesting from the state, withdrawal of the teacher's certification
38. or altering any recommendation.

39. H: As used herein the term vacancy shall include newly created pro-
40. fessional positions.

ARTICLE X

ILLNESS OR DISABILITY

1. A: Teachers and the Board of Education entered into individual and
2. collective contracts to provide for the teaching of the boys and girls
3. of the School District. Therefore it is necessary for the teacher to
4. be present on this assigned duty station to fulfill the needs of the
5. children---the contractual obligation. Teachers shall be entitled to
6. a sick leave accumulation to be used for absences caused by illness or
7. physical disability of the teacher at the rate of one day for each month
8. of regular full time employment as set forth in Article V. The unused
9. portion of such allowance shall accumulate from year to year without
10. limitation. Teachers working 5 hours or more daily but less than a
11. teacher's day as defined in Article V shall receive $\frac{3}{4}$ days sick leave
12. per month. Teachers working 3 hours or more daily but less than a
13. teacher's day as defined in Article V shall receive $\frac{1}{2}$ day sick leave
14. per month. Teachers working less than 3 hours daily shall receive no
15. sick leave days per month.
16. B: Any teacher whose personal illness extends beyond the period compen-
17. sated under Article XIV shall be granted a leave of absence for a period
18. not to exceed one year without pay. Failure to return at the end of such
19. leave shall terminate such teachers position with the District. If such
20. teacher returns from an illness leave such teacher must be examined by a
21. doctor appointed by the Board, whose decision with regard to the teacher's
22. ability to perform shall be final. In the event that such teacher passes
23. the doctor's examination he shall be assigned to the same position or a
24. substantially equivalent position if available.
25. C: Any teacher who is absent because of an injury or disease compensable
26. under the Michigan Workmen's Compensation Law shall receive from the Board
27. the difference between the disability benefits provided by the Workmen's
28. Compensation Law and the sick leave benefits herein provided. To the
29. extent that the Board makes payment to a teacher for that portion of his
30. salary not reimbursed under the Workmen's Compensation Law, said partial
31. payment shall be charged pro-rata against the teacher's accumulated sick
32. leave days until said accumulated sick days have been expended.
33. D: A teacher who contracts mumps, scarlet fever, measles or chicken pox
34. under circumstances found to be compensable under the Workmen's Compen-
35. sation Law, shall suffer no loss of pay for the first seven (7) days
36. absence caused by such diseases.
37. It is intended that the Board will pay the difference between the
38. disability benefits payable for the first seven (7) days and that
39. teacher's regular salary, without diminution of accumulated sick leave
40. days. Thereafter the provisions of Paragraph C, above shall apply.
41. E: On or before the fourth Friday of each school year, each teacher
42. will be informed as to his total number of days of sick leave accumul-
43. ated.

ARTICLE X (continued - 2)

1. F: In the event that an employee is absent in excess of his allowable
2. sick leave days, the salary deduction shall be computed by dividing his
3. base salary by the number of teacher duty days in his annual calendar.
4. G: In the event of a death in the immediate family of the employee, he
5. shall be entitled, when so required, to use a maximum of the next four
6. (4) calendar days, of his accumulated sick leave and/or personal days,
7. to arrange for or attend the funeral and burial. The immediate family
8. shall be deemed to be: spouse, child, mother, father, sister, brother,
9. grandparent, grandchild, mother-in-law, father-in-law, stepmother, step-
10. father, stepchild, brother-in-law, sister-in-law.
11. An employee shall be entitled to one (1) calendar day, of his
12. accumulated sick leave, to arrange for and attend the funeral or burial
13. of: aunt, uncle, niece, nephew, or any other person.
14. H: Teachers shall be informed of a telephone number they shall call at
15. least one and one-half hours before the first class period assigned to
16. the teacher to report unavailability for work. Once a teacher has re-
17. ported unavailability, it shall be the responsibility of the Adminis-
18. tration to arrange for a substitute teacher. When an absence occurs
19. during the school day, it is extremely difficult to secure substitutes
20. on such short notice. However, every effort will be made to secure a
21. substitute. Unavailability of a substitute will require the principal
22. to take necessary action to secure the children.
23. I: In the event a teacher shall leave the District prior to the end of
24. his work year and has used more days than he has earned, the excess days
25. shall be deducted from his last paycheck. It shall be computed by
26. dividing his salary by the number of teacher duty days in his annual
27. contract.

1. ARTICLE XI

2. PROFESSIONAL AND PERSONAL LEAVE

3. A: At the beginning of the 1971-72 school year, each teacher shall be
4. credited with three (3) days to be used for the teachers professional or
5. individual business. Such leave days shall not be accumulated.

6. B: Professional business days shall be used for visitation to view other
7. instructional techniques or programs, conferences, workshops, or seminars
8. conducted by colleges, universities, and/or affiliate departments of/or
9. the Michigan and National Education Associations of a curricular or
10. instructional nature related to the teacher's assignment in the Anchor
11. Bay School District. Prior approval shall be secured and a written report
12. in two (2) copies shall be provided upon return. Provided however, officers
13. of the Anchor Bay Education Association and permanent members of the negot-
14. ating team may use professional business days for attendance at recognized
15. seminars, workshops and conferences given under the auspices of the Michi-
16. gan Education Association and/or National Education Association.

17. C: Personal business days may be used for necessary and pressing business
18. that cannot be conducted at other than school hours. Request therefor shall
19. be filed no later than five (5) work days prior to the expected absence. Ap-
20. proval of such personal business leave shall be necessary prior to the absence.
21. Deviation from this procedure shall be permitted if an acceptable emergency
22. exists.

23. Personal business days are not intended to permit absence for the pur-
24. suit of recreational activities, social functions, seeking new employment,
25. pursuit of outside employment or to accompany a spouse on any trip in con-
26. nection with such spouses business.

27. D: A teacher called for jury duty shall be compensated for the difference
28. between the teaching pay and the pay received for the performance of such
29. obligation.

1.

ARTICLE XII

2.

TERMINAL LEAVE

3. A: Upon retiring under the provisions of the Michigan Public School
4. Employees Retirement System or under the provisions of the Social Security
5. Retirement Plan, the employee will receive payment for one-half (1/2)
6. of his unused accumulated sick days at the teacher's current daily wage
7. rate. (Current salary divided by 1/200) with a maximum accumulation of
8. 200 days.

9. B: Upon death, the teacher's beneficiary established in the insurance
10. policy, shall receive one-half (1/2) of the teacher's unused sick leave
11. at the teacher's daily wage rate (current salary divided by 1/200).

1. ARTICLE XIII

2. SABBATICAL LEAVE

3. A: In order to provide opportunities for maximal professional improvement,
4. Sabbatical Leave shall be available to teachers for formal, full time study
5. at a recognized college or university.

6. B: Eligibility:

7. 1. An applicant must possess a Michigan Life or Permanent Certificate and
8. must have accrued seven consecutive, full years of teaching service in
9. the Anchor Bay School District.

10. 2. Applicants shall not have received a Sabbatical Leave during the seven
11. years immediately preceding any application.

12. 3. Each applicant must agree to return to service in the Anchor Bay School
13. District immediately upon termination of Sabbatical Leave and to contin-
14. ue in such service for a period of two years, unless physical disability
15. makes this impossible or there is mutual agreement to the contrary. A
16. signed agreement in the format of a promissory note shall stipulate that
17. the failure of the teacher to provide such service shall result in the
18. obligation to reimburse the District a proportional part of the salary
19. paid to him during Sabbatical Leave determined by the fraction of the
20. two years not served following the leave

21. C: Letter of Intent to Apply:

22. Potential applicants shall submit a Letter of Intent to the Superintendent
23. of Schools at his office indicating their intention to file a formal appli-
24. cation the following semester.

25. 1. Candidates desiring Sabbatical Leave commencing in September shall file
26. the Letter of Intent not later than the last work week of the first
27. semester.

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

31. D: Formal Application:

32. 1. Applicants desiring Sabbatical Leave commencing in September shall file
33. a formal application for Sabbatical Leave with the Superintendent of
34. Schools at his office during the work week prior to the Easter Recess.

35. 2. Applicants desiring Sabbatical Leave commencing in February shall file
36. a formal application for Sabbatical Leave with the Superintendent of
37. Schools at his office during the third work week of September.

ARTICLE XIII (continued -2)

1. 3. The application shall be accompanied by plans for the use of the Sabbatical
2. Leave, evidence that the applicant has been accepted into a graduate
3. program and an exposition of the plan's potential for increasing the appli-
4. cants's professional competence and such other information as may be nec-
5. essary as determined by the Committee for Sabbatical Leave.

6. E: Selection:

7. 1. The Committee for Sabbatical Leave shall consist of an elementary and a
8. secondary principal appointed by the Superintendent and a teacher ap-
9. pointed by the ABES, and ABES President; the Committee shall be chaired
10. by the Superintendent, who will vote only in the event of a tie.

11. 2. Consideration shall be given to:

12. a. Assured eligibility
13. b. The proposed leave's potential for contributing to the applicant's
14. professional growth.
15. c. The applicant's prior contribution to the Anchor Bay Schools
16. and potential for future leadership.
17. d. The applicant's need for financial support.
18. e. Any other pertinent factors as established by the Committee.

19. 3. In establishing Sabbatical Leave, the Board of Education shall grant
20. Sabbatical Leave to as many candidates as are recommended by the
21. Committee for Sabbatical Leave but not to exceed a number equal to
22. one percent of the teachers of the school district at the time the
23. leaves are granted.

24. F: Compensation:

25. 1. While on Sabbatical Leave a teacher shall receive 50 percent of his
26. teaching salary for the time involved.

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

29. 3. The teacher is responsible to notify the Business Office of the place
30. to which his payroll check shall be addressed while he is on leave.
31. Checks will be mailed to that address on or before the regular pay-
32. days.

33. G: Miscellaneous Administrative Provisions:

34. 1. Sabbatical Leave may be for a portion of the year but may not exceed
35. a full school year.*

36. 2. A teacher on Sabbatical Leave may not deviate from his approved plan
37. except with the written permission of the Committee.

ARTICLE XIII (continued - 3)

1. G: Miscellaneous Administrative Provisions (continued)
2. 3. Sabbatical Leave will be automatically terminated should the grantee
3. be placed upon a probationary academic status by his college or uni-
4. versity.
5. 4. Any falsification of information by the teacher in application or other
6. reports required as a part of Sabbatical Leave may subject the Leave to
7. termination upon recommendation by the Committee for Sabbatical Leave.
8. 5. Upon return from Sabbatical Leave the teacher shall be advanced on the
9. salary schedule as though he had been employed as a teacher during the
10. period of Leave; he shall be restored to his former position, or to a
11. position of at least comparable nature for which he is certified.
12. * Provided by Section 340.572 of General School Laws

1. ARTICLE XIV

2. UNPAID LEAVES OF ABSENCE

3. A: A leave of absence not to exceed two (2) years may be granted to any
4. teacher on approval of the reasons therefore by the Board of Education.
5. Such leave to be approved must involve activity on the part of the teacher
6. directly related to the performance of his duties for the Anchor Bay School
7. District.
8. B: Military Leave of Absence: In accordance with the requirements of the
9. law, a military leave of absence will be granted to any teacher inducted
10. into the military service.
11. C: Teachers who are officers of the Anchor Bay Education Association,
12. Michigan Education Association and the National Education Association, may
13. upon proper application be given leave of absence without pay for the pur-
14. pose of performing duties for the Association but not to exceed two (2)
15. years.
16. D: A leave of absence not to exceed one (1) year shall be granted to
17. any teacher upon application for the purpose of campaigning for, or ser-
18. ving in, a public office.
19. E: Any member of the Association who becomes pregnant may be required to
20. discontinue her services on or before the sixth (6th) month of pregnancy,
21. except that when this date falls within one (1) month from the end of the
22. semester, the teacher may be permitted to complete the semester. The
23. Board of Education shall grant a leave of absence for maternity reasons
24. without pay to any married member of the Association who is under contract
25. in this system upon written request for such leave. In the event of mis-
26. carriage prior to the start of the maternity leave, the sick leave pro-
27. visions of this collective agreement shall apply.
28. F: A person granted any aforementioned leave may continue, at his own
29. expense, health insurance benefits.
30. G: The teacher shall be entitled to return any time prior to the termin-
31. ation of such leave provided the appropriate position is available.
32. H: The Board reserves the right to extend a leave beyond the limits set
33. forth herein for reasons deemed appropriate to the Board.

1.

ARTICLE XV

2.

ACADEMIC FREEDOM

3. A: The teacher must exercise responsibility and prudence while acting
4. within his certified area of instruction. The teacher must realize
5. that teaching in an elementary or secondary school places special re-
6. sponsibility upon the teacher to carefully consider the maturity level
7. of the student and the special circumstances that surround the teacher/
8. learning relationship.

1.

ARTICLE XVI

2.

TEACHER EVALUATION

3. A: The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least once each semester, one evaluation to be at least sixty-five (65) days prior to the end of the school year. Tenure teachers shall be evaluated as often as necessary.
7. B: Each classroom observation shall be conducted in person for a minimum of twenty (20) consecutive minutes.
9. C: 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 inference should be made that other conduct would not be material to the teacher's evaluation if such conduct has an effect on the teacher's ability to perform as a teacher.
15. D: A copy of the written evaluation shall be given to the teacher at a conference between the Building Principal and/or his representative and the teacher within ten (10) work days after preparation of the written evaluation. If the evaluation includes criticism resulting from any observation, such evaluation must be prepared within five (5) working days of such observation. A representative of the Association, at the teacher's request, may be present at this conference. One copy of the evaluation shall be presented to the teacher at the time of such conference; one copy shall be retained by the Principal, and one copy shall be sent to the Superintendent. In the event that the teacher feels his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to the evaluation copies. All evaluations shall be based upon valid criteria for evaluation of professional growth. The Joint Professional Study Council, as defined in Article XXVI of this Agreement, shall discuss the evaluation form at its first meeting in the 1971-72 school year. In case no agreement can be reached on the evaluation form, the Board's decision shall be final. Each written evaluation shall be considered as part of the teacher's total evaluation.
33. E: In the event a probationary teacher is not continued in employment, the teacher will be advised of the reasons in writing with a copy to the Association, and the Board will provide for a hearing, if a request therefor is made within five (5) working days of notice that the contract will not be renewed. The procedure and timing of the hearing shall be controlled as if said hearing involved a tenure teacher. The decision of the Board is final and not subject to the grievance procedure.
40. F: 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.

ARTICLE XVI (continued - 2)

1. G: As near as is possible, at the beginning of the school year, a list
2. ~~of~~ volunteer "teaching coaches" from among the most senior teachers in
3. the building will be published by the Building Principal for the purpose
4. of assisting and counselling the probationary teacher in the area of
5. clerical duties associated with the teaching profession as well as
6. assisting the probationary teacher toward improved teaching methods.

1.

ARTICLE XVII

2.

PROFESSIONAL BEHAVIOR

3. A: Teachers are expected to comply with reasonable rules, regulations,
4. and directions adopted by the Board or its representatives which are
5. not inconsistent with the provisions of this Agreement.

6. B: The Association recognizes that abuses of sick leave or other leaves,
7. chronic tardiness or absence, willful deficiencies in professional per-
8. formance, or other violations of discipline by a teacher reflect adversely
9. upon the teaching profession and create undesirable conditions in the
10. school building. The Association will assist the Board to correct breaches
11. of professional behavior by any teacher. The Board recognizes the value of
12. progressive correction and when appropriate the affected teacher will be
13. notified in writing of alleged violations together with suggested corrections
14. for improvement.

15. C: A teacher shall at all times be entitled to have present a representative
16. of the Association when he is being reprimanded, warned, or disciplined for
17. an infraction of rules or delinquency in professional performance; except,
18. if the situation requires immediate action, the teacher shall be entitled,
19. at the formal reprimand, warning, or disciplinary conference held at the
20. earliest possible time, to have an Association representative present if
21. he so desires. When a request for such representation is made, no action
22. shall be taken with respect to the teacher until such representation of
23. the Association is present.

1. ARTICLE XVIII

2. REDUCTION IN PERSONNEL

3. A. Should conditions make necessary a general cutback or reduction
4. of teachers employed by the Board, the Board will retain those teachers
5. best qualified to fill the revised assignment as nearly as possible
6. with preference to those teachers who following receipt of their per-
7. manent teaching certificates have the longest service in the District.
8. B. In the event the District is in a position to increase the
9. teaching staff following such reduction, it shall be done, as near as
10. is practicable, and with due regard for the qualifications required to
11. fill the job opening, in reverse of the procedure outlined in Paragraph
12. "A".
13. C. The Board will further use their efforts to assist all teachers
14. terminated to secure employment in other school districts.

1. ARTICLE XIX

2. CONTINUITY OF OPERATIONS

3. A. During the life of this Agreement, the Association will not
4. cause or permit its members to cause, nor will any member of the
5. Association take part in a work stoppage. As used in this Contract,
6. the word "Work Stoppage" shall mean the concerted failure to report
7. for duty, the willful absence from one's position, the stoppage of
8. work or the abstinence in whole or in part from the full, faithful
9. and proper performance of the duties of employemnt, for the purpose
10. of inducing, influencing or coercing a change in the conditions, com-
11. pensation, or the rights, privileges or obligations of employment.

12. B. The Association shall have no liability under this Article
13. if they will post notices immediately at any or all schools affected,
14. advising that such action is unlawful, in violation of this Agreement
15. and unauthorized by the Association. The Association shall further
16. advise any and all teachers involved, including notification to the
17. communications or press media, if requested by the Employer, that
18. such teachers are in violation of the Agreement and that all teachers
19. involved shall return forthwith to their regular duties.

20. C. Members of the Bargaining Unit who violate this Article shall
21. be subject to disciplinary action, including discharge.

22. D. So long as no work stoppage occurs in violation of this Article,
23. the Board agrees they will not lock-out employees during the term of
24. this contract.

1. ARTICLE XX
2. SCHOOL CALENDAR
3. The Board agrees there will be no change in the School Calendar
4. set forth in Exhibit "A" except as necessitated by the State
5. required minimum days of student instruction.

1. ARTICLE XXI

2. PROFESSIONAL COMPENSATION

3. A. The basic salaries of teachers covered by this Agreement are set
4. forth in Appendix "A" which is attached to and incorporated in this
5. Agreement. Such salary schedule shall remain in effect during the de-
6. signated periods.

7. B. The Salary Schedule is based upon the regular school calendar year
8. as set forth in the Appendix "A" and the normal teaching assignment as
9. defined in this Agreement.

10. C. Teachers involved in extra-duty assignments set forth in Appendix
11. B-1, B-2 attached hereto and incorporated in this Agreement shall be com-
12. pensated in accordance with the provisions of this Agreement.

13. D. Teachers required in the course of their work to drive personal cars
14. from one school to another shall receive a car allowance of ten (10) cents
15. per mile. Subject to change at the discretion of the Board. The same
16. allowance shall be given for use of personal cars when in transit for
17. field trips or other district business. The Board shall provide liability
18. insurance protection for teachers when their personal cars are used as
19. provided in this section.

20. E. 1) All teachers shall be given full credit on the salary schedule
21. set forth in Appendix "A" for up to five (5) years of outside ex-
22. perience in any recognized school district if during such teaching
23. such teacher was certified by the appropriate state agency.

24. 2) If a teacher employed by the district completes at least one-
25. half (1/2) of a semester, then one-half (1/2) credit on the salary
26. schedule shall be awarded.

27. F. Military service will be awarded full credit on the salary schedule
28. for each full year of service not to exceed two (2) years credit. Eli-
29. gibility for military service credit shall be awarded whenever such service
30. occurs prior to or following the completion of four (4) years of college
31. earned at an NCATE accredited college or university.

1.

ARTICLE XXII

2.

INSURANCE PROTECTION

3.

A. The Board shall make available to each instructional staff member Group Term Life Insurance (death benefit) to include a double indemnity policy rider in case of accidental death by a company of the Board's choice. The policy limit to be paid to the designated beneficiary shall be:

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1971 - 1972

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\$7,000.

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15.

B. The Board shall provide without cost to the employees Blue Cross-Blue Shield MVFI or its equivalent, full family hospital care insurance benefits and Master Medical. Coverage shall be limited to Blue Cross-Blue Shield except that those persons employed in 1967-1968 who had other school provided coverage at that time may continue with their previous company and the dollar contribution by the Board shall be no more than that provided other employees under the Blue Cross-Blue Shield plan.

16.

17.

18.

C. The Board will pay full insurance premiums for each employee to provide insurance coverage on a full time basis subject to paragraph "D" below.

19.

20.

21.

D. Teachers commencing employment with the District will be eligible for insurance and hospital medical coverage as shown above thirty (30) days following assignment to the payroll.

22.

23.

24.

25.

26.

E. Board contribution toward insurance premiums for employees on maternity leave will be discontinued by the Board on the next first of the 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.

27.

28.

29.

30.

31.

F. Teachers on leave of absence (except for illness and sabbatical 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 six (6) months following the end of the current semester.

1.

ARTICLE XXIII

2.

SPECIAL AND STUDENT TEACHING

3.

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9.

A. 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 1969-1970 school year and subsequently agreed upon by the Contract Review Committee.

10.

11.

12.

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

ARTICLE XXIV

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. 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.
- B. 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.
- C. A teacher may exclude a pupil from a class when the grossness of the offense and/or the persistence of the violation makes the continued presence of the student in the classroom intolerable. The teacher will be responsible to see that the pupil gets to the office. In such cases, the teacher will furnish the principal with full particulars in writing of the incident no later than the close of the school day in which the incident occurred. A conference between the teacher and principal shall occur no later than two (2) working days following the formal report, at which time the principal will advise the teacher as to what action has been or will be taken. The parties agree that all disciplinary action shall be fair, resonable, logical and consistent.
- D. 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.
- E. Any case of assault upon a teacher during the school day shall be promptly reported to the Building Principal. In every instance of an alleged physical attack on a teacher by a student, or the alleged physical attack of a teacher on a student, the Board, after careful examination of both sides of the controversy will make a decision as to whether or not a teacher's position is such that it should be defended by the Board. In the event that the Board feels that the action of the teacher does not involve misconduct on his part, the Board agrees to provide adequate and complete legal counsel to defend said teacher against criminal action resulting from such activity.
- F. In the discretion of the Board, the teacher involved in such incident may remain on the normal payroll.
- G. Information resulting from a complaint by parents or students directed toward a teacher shall not be included in such teacher's permanent personnel file until such matter is brought to the attention of the teacher and the teacher is given an opportunity to reply thereto.
- H. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers at the beginning of the school year.

1. ARTICLE XXV
2. JOINT PROFESSIONAL STUDY COUNCIL
3. A. There is hereby established a Joint Professional Study Council
4. consisting of five (5) representatives appointed by the Board, and five
5. (5) representatives appointed by the Association. The Joint Professional
6. Study Council shall meet when requested by either the Board or the
7. Association during the regular school year and make recommendations to
8. the Board and the Association on such matters as teaching techniques,
9. courses of study, textbooks, curriculum guides, pupil testing and eval-
10. uation, philosophy and educational specifications for buildings, and
11. related matters. Recommendations passed by the Board will be implemented.
12. B. The Joint Professional Study Council may appoint such Joint Pro-
13. fessional Study Subcommittees as are deemed necessary.
14. C. The members of the teaching profession are qualified to assist,
15. advise, and support programs designed to improve educational standards.
16. D. Recommendations of the Joint Study Committee should be forwarded
17. to the Superintendent. In the event that the recommendation covers a
18. subject matter that is to be acted upon by the Board of Education, the
19. Superintendent shall include in the background material presented to
20. the Board, any recommendations on that subject received from the Joint
21. Study Committee.

1.

ARTICLE XXVI

2.

GRIEVANCE PROCEDURE

3. A: A claim by an employee or the Association that there has been a
4. violation, misinterpretation, or misapplication of any provision of this
5. Agreement shall be deemed a grievance under this contract.

6. B: The time limits specified hereinafter for movement of grievance through
7. the process shall be strictly adhered to and may be relaxed or extended
8. only by mutual consent of the parties in writing. In the event that the
9. Association fails to appeal a grievance or appeal a School Board answer
10. within the particular specified time limit, the involved grievance shall
11. be deemed abandoned and settled on the basis of the School Board's last
12. answer, if any. In the event the School Board shall fail to supply the
13. Association with its answer to the particular step within the specified
14. time limits, the grievance shall be automatically positioned for appeal
15. at the next step within the time limit for exercising said appeal com-
16. mencing with the expiration date of the School Board's grace period for
17. answering.

18. C: All specified time limits herein shall consist only of work days.

19. D: Each grievance shall have to be initiated within FIVE (5) days of
20. the occurrence of the cause for complaint, or, if neither the aggrieved
21. nor the Association had knowledge of said occurrence at the time of its
22. happening, then within FIVE (5) days of the first such knowledge by
23. either the aggrieved or the Association. However, the right to initiate
24. a grievance on the basis of unawareness of cause for complaint and relief
25. sought, shall be limited to within fifteen (15) working days from the date
26. of the alleged occurrence. Appropriately published School Board notices
27. relating to rules and regulations, which are not in conflict with this
28. Agreement, shall be considered as binding the Association and all members
29. of the Bargaining Unit. Settlement of delayed grievances, as provided,
30. shall not be retroactive to any date prior to the date of filing.

31. E: Any employee or employees having an alleged but timely grievance as
32. hereinabove defined, may process the complaint in the following manner:
33. the aggrieved employee or employees may take the matter up with their
34. immediate supervisor on an informal basis.

35. Step 1: (A) In the event the matter is not resolved informally, a
36. written grievance may be filed with the principal of the
37. school in which the grievance arises within five (5) days
38. following the act or condition which is the basis of the
39. grievance.

40. (1) The written grievance shall set forth a specific
41. article or paragraph of the article allegedly violated,
42. misinterpreted or misapplied, along with a statement of
43. the relief sought.

44. (B) Within five (5) days after receiving the grievance, the
45. principal shall state his decision in writing, together
46. with the supporting reasons, and shall forward a copy to
47. the aggrieved party and to the Association

ARTICLE XXVI - Grievance Procedure - Continued

Step 2:

(A) Within five (5) days after receiving the decision of the principal, the aggrieved party may appeal to the Assistant Superintendent for Instructional Services or his designated representative. The appeal shall be in writing and shall be accompanied by a copy of the original grievance, and the decision at Step 1, if one was given.

(B) Within ten (10) days after receipt of the appeal, the Assistant Superintendent for Instructional Services shall commit his decision in writing, together with the supporting reasons, to the aggrieved party and to the Association.

Step 3:

(A) If the Association is dissatisfied with the decision of the Assistant Superintendent for Instructional Services, the Association may, within five (5) days, request a meeting with the building principal, the Association bargaining committee and the Board bargaining committee to consider fairly and in good faith, any other method of settlement which might be mutually agreed upon, including mediation or binding arbitration.

(B) Within ten (10) days after receipt of the appeal, the Board bargaining committee shall commit their decision in writing, together with supporting reasons to the aggrieved party and to the Association.

Step 4:

If the Association is dissatisfied with the decision of the Board bargaining committee, they may file for final and binding arbitration within thirty (30) days from the receipt of the decision of the Board bargaining committee. 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, and the parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within five (5) days of the request for arbitration, the party requesting arbitration shall, within ten (10) days, file a demand for arbitration with the American Arbitration Association in accordance with the then 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 express provisions of this 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 have no authority in connection therewith. Said arbitration 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 Union, 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.

ARTICLE XXVI - Grievance Procedure - Continued

1. F. Neither party shall be permitted to assert in such arbitration
2. proceedings, any grounds, or to reply on any evidence not disclosed
3. to the other side by at least a third (3rd) step.
4. G. No grievance shall be filed in any matter which existed prior to
5. the signing of this Agreement.

1. ARTICLE XXVII

2. CONTRACT REVIEW MEETING

3. A. The Bargaining Committee of the Board and the Association
4. Bargaining Committee will reserve the last school day Tuesday of each
5. month for the purpose of reviewing the administration of this contract
6. and to resolve problems that may arise. These meetings are not intended
7. to bypass the grievance procedure.
8. B. If either party has any item or items which they wish to discuss,
9. they will submit these items to the other party on or before the Friday
10. prior to the meeting. If no written notice is received by either party,
11. then it will be understood that no meeting will be held.
12. C. All meetings between the parties will regularly be scheduled to
13. take place as promptly as possible at times when the teachers involved
14. are free from assigned instructional responsibilities, unless otherwise
15. mutually agreed.
16. D. Should such a meeting result in a mutually acceptable amendment
17. of the Agreement, then the amendment shall be subject to ratification
18. by the Board and the Association, provided that the Bargaining Committee
19. shall be empowered to effect temporary accommodations to resolve special
20. problems.

1. ARTICLE XXVII

2. MISCELLANEOUS PROVISIONS

3. A. This Agreement shall constitute the full and complete commitments
4. between both parties and may be altered, changed, added to, deleted
5. from, or modified only through the voluntary, mutual consent of the
6. parties in written and signed amendment to this Agreement.
7. B. The individual teacher contract shall be subject to the Master
8. Contract.
9. C. This Agreement shall supersede any rules, regulations or practices
10. of the Board which shall be contrary to or inconsistent with its terms.
11. D. Copies of the Agreement shall be printed and the expense shall be
12. assumed by the Board after the Agreement is signed. Copies shall be
13. provided each teacher now employed or afterward employed by the Board.
14. Additional copies may be purchased at cost from the Board of Education.
15. E. If any provision of this Agreement or any application of this
16. Agreement to any employee or group of employees shall be found contrary
17. to law, then such provision or application shall not be deemed valid
18. and subsisting except to the extent permitted by law, but all other
19. provisions or applications shall continue in full force and effect.
20. F. Athletic facilities of the District shall be available to staff
21. members on Monday through Friday when such facilities are not in use.
22. Any staff member may use the facilities of the school in the same
23. manner as any member of the community, provided that the staff use
24. shall not inconvenience, interfere with, or otherwise disrupt normal
25. school operation, and further provided that such use is requested
26. through normal channels at least forty-eight (48) hours in advance and
27. approved in advance, provided further that such use does not incur
28. additional cost to the School District, and provided that each employee
29. using such facilities recognizes that the District has no liability
30. whatever for injuries which may result in any way from such use, and the
31. individual agrees to accept responsibility for any damage to facilities
32. that may result from such use and hold the District harmless from any
33. liability which might result from such use.
34. G. On any day when school sessions are scheduled but the schedule
35. is cancelled by the Superintendent due to weather or other conditions
36. beyond control and this official closing is announced on Radio Station
37. WJR, and local radio stations as soon as possible, then the following
38. provisions for teacher's pay will prevail:
39. 1. If the announcement states that schools are closed,
40. teachers are not to report and will receive full pay.
41. 2. If the announcement states that schools are closed
42. and teachers are to report, then teachers must re-
43. port. If a teacher is unable to report, he shall be
44. paid for such absence and his absence charged against
45. unused personal leave days.

ARTICLE XXIX

DURATION

This agreement shall be and continue in full force until June 30, 1972. If either party desires to terminate, modify or change this Agreement, it shall, 60 days prior to the termination date, give written notice of such desire to terminate, modify, or change. If neither party shall give such notice as provided in this paragraph, this Agreement shall continue unchanged from year to year thereafter, subject to further notice of termination, modification or change by either party on 60 days written notice prior to the current year's termination date.

In witness whereof;

The parties hereto have executed this Agreement by their duly authorized representatives on the 2nd day of September, 1971,

EDUCATION ASSOCIATION

ANCHOR BAY SCHOOL DISTRICT
BOARD OF EDUCATION

Its President

Its Secretary

1971 - 1972

TEACHING YEAR	1	2	3	4	5	6	7	8	9	10	11	12
Bachelor's Degree	8300	8950	9450	9900	10450	11050	11350	11850	12350	12850	13350	X
10 Hours Added Work	8400	9050	9550	10000	10550	11150	11450	11950	12450	12950	13450	X
20 Hours On Graduate Work	8500	9150	9650	10100	10650	11250	11550	12050	12550	13050	13550	X
Master's Degree	9300	10000	10550	11100	11650	12200	12750	13300	13850	14400	14850	X
10 Hours Added Work	9400	10100	10650	11200	11750	12300	12850	13400	13950	14500	14950	X
20 Hours Added Work	9500	10200	10750	11300	11850	12400	12950	13500	14050	14600	15050	X
Specialist's Certificate	10300	11000	11550	12100	12650	13200	13750	14300	14850	¹⁵⁴⁰⁰ 15350	15850	X
Non-Degree Special Certificate												

NOTE: To qualify for higher educational levels, an official transcript shall be provided the Superintendent's Office on or before ~~October~~ ^{NOVEMBER} 1st of each school year.

Teachers filling special positions requiring special certification for which a salary increment shall be granted, shall continue to meet certification requirements. If such teacher does not meet the certification requirements, the special increment shall not be paid.

EXTRA CURRICULAR COMPENSATORY ACTIVITIES

<u>ATHLETIC</u>	
<u>Head Coach</u>	<u>Percent</u>
Football	9.7
Basketball	9.7
Wrestling	7.0
Track	6.5
Baseball	6.5
Tennis.	5.3
Golf	5.1
Cross Country	5.5

<u>Assistant Coaches</u>	<u>Percent</u>
Football (Varsity)	6.8
Basketball (J.V.)	6.4
Football (J.V. Head)	6.4
Football (J.V. Ass't.)	6.1
Football (9th Grade)	5.3
Basketball (9th Grade)	5.3
Football (Jr. High)	4.8

<u>Assistant Coaches</u>	<u>Percent</u>
Football (Jr. High Ass't.	4.7
Basketball (8th Grade)	4.6
Basketball (7th Grade)	4.4
Baseball (J.V.)	5.0
Baseball (9th Grade)	4.6
Wrestling (J.V.)	5.0
Track (Jr. High)	4.2

A. The above percentages will be computed on the B.A. Salary Schedule at the step determined by the years of experience in that activity.

B. Grandfather clause in effect for any individuals who may lose monies because of this schedule.

EXTRA CURRICULAR COMPENSATORY ACTIVITIES
NON-ATHLETIC

	<u>Percent</u>
Junior Play.	3.0
Senior Play.	3.0
High School Yearbook	5.1
High School Band	6.0
High School Choral	2.5
Cheerleaders (High School)	3.9
Cheerleaders (Junior High)	2.8
Student Council.	3.3
Girls Recreation Association	3.4
Debate	3.8
Newspaper	3.0
Freshmen Class Advisor	2.0
Sophomore Class Advisor	2.0
Junior Class Advisor	3.0
Senior Class Advisor	3.0
Driver Education	\$7.50 per hour

A. Grandfather clause in effect for any individuals who may lose monies because of this schedule.

B. Special increments shall be provided for those extra duty assignments as indicated on the attached schedule. All teachers receiving additional payment for extra-curricular 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.

DANCE CHAPERONES AND ATHLETIC WORKERS

Teachers who accept assignment to several compensatory activities during the school year will be contracted annually at the rate of \$10.00 per activity. Such assignment will be part of the teacher's individual contract. Teachers who accept assignment to compensatory activities on an individual event basis will receive \$8.00 per activity.

- Job No. 1 Official Timer: \$10.00 per event
J
- Job No. 2 Official Scorer at home varsity football, wrestling, and basketball games at \$10.00 per event
- Job No. 3 Ticket seller at home games at \$10.00 per event
- Job No. 4 Dance chaperone at all dances at \$10.00 per event.
- Job No. 5 Bus chaperone at all away games at \$10.00 per event.

ANCHOR BAY SCHOOL DISTRICT
SCHOOL CALENDAR 1971-1972

Sept. 7	Teacher Orientation (All Teachers)
Sept. 8	First Semester Begins
Nov. 5	Elementary First Marking Period Ends (9 wks.)
Nov. 25 & 26	Thanksgiving Recess
Dec. 22 - Jan 2	Christmas Recess
Jan. 21	Record Day (End First Semester)
Jan. 24	Second Semester Begins
Mar. 24	Elementary Third Marking Period Ends (9 wks.)
Mar. 28	Parent/Teacher Conference
Mar. 31 - Apr. 9	Easter Recess
May 29	Memorial Day Recess
June 9	End Second Semester
June 12 & 13	Record Days

- NOTE:
- (1) Parent/Teacher Conferences shall be scheduled so as not to jeopardize State Aid
 - (2) Parent/Teacher Conferences for the elementary grades shall be scheduled on November 11, 1971, provided that all grades are scheduled on regular session by November 1, 1971. If by November 1, 1971, all elementary grades are not scheduled on regular sessions, then Parent/Teacher Conferences shall be held outside the time limits of the school day on or about the second week of November, 1971. Parent/Teacher Conferences shall provide a period of time for each parent, whose child is enrolled in the teacher's class. A Building Committee shall be established to develop a Parent/Teacher Conference Schedule.
 - (3) Attendance by an elementary teacher during the scheduled first semester record day shall be optional.