

**Letter of Understanding
Between
Anchor Bay Board of Education
And
Anchor Bay Education Association, MEA-NEA**

The Association and the District are parties to a Collective Bargaining Agreement (CBA) covering the 2022–2027 school years. In addition to the terms and conditions of the Collective Bargaining Agreement, the Anchor Bay Board of Education, MEA-NEA, hereinafter referred to as “District, and Anchor Bay Education Association, hereinafter referred to as “Association”, hereby agree to the following:

LANGUAGE

1. MEMBERSHIP STATUS AND PAYROLL DEDUCTION

It is agreed that any Bargaining Unit Employee covered by the terms of this Agreement may voluntarily join the Anchor Bay Education Association by completing the membership application and submitting it to the Association President or the Michigan Education Association.

Within thirty (30) days of the beginning of the employment hereunder, the bargaining unit employee may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments to the Association (including the National Education Association and the Michigan Education Association). Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by the Board.

Pursuant to such authorization, deduction of membership dues shall be made from 16 consecutive pays beginning in September of each year, and the Board agrees to remit to the Association all monies so deducted, within two (2) weeks of each payroll deduction, accompanied by a list of bargaining unit employees from whom the deductions have been made. The amount of the deduction shall be determined by the Association each year.

Hold Harmless

The Association will defend and save harmless the Employer for any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Article provided.

1. The Employer gives timely notice of such action to the Association, and
2. The Employer cooperates with the Association and its counsel as required by law, and

3. The Association shall complete authority to compromise and settle all claims which it defends under this Article.

Notification

The President of the Association will be notified at the time that new Employees are hired and assigned responsibilities by the Employer.

2. EMPLOYEE PROTECTION/DISCIPLINE

The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit employees, including bargaining unit employees deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, including adverse evaluation of bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than at the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standard and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

PROGRESSIVE DISCIPLINE

The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit employee will be notified in writing of alleged violations together with suggested corrections for improvement.

A program of progressive discipline shall be followed. The following progression of discipline shall be followed, for each specifically unrelated alleged violation, prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral warning, then
2. Written warning, then
3. Oral reprimand, then
4. Written reprimand, then
5. One day suspension without pay, then
6. Three days suspension without pay, then
7. Further suspensions without pay, then
8. Discharge

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

In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that bargaining unit employee shall not in any way subsequently be evaluated in

their annual evaluation performance for the same incident, except when the discipline includes a suspension of one or more days.

ASSOCIATION REPRESENTATION

A bargaining unit employee shall be asked whether he/she desires to have present an Association representative in any case where an allegation has been made against the employee by a parent, student or colleague that is the subject of the meeting or if the administration suspects the bargaining unit employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit employee in advance of such a required meeting. The bargaining unit employee shall be entitled to the specific representative of their choice but if that person is not immediately available the meeting will not be unreasonably delayed. When a request for such representation is made, no action shall be taken with respect to the bargaining unit employee until such representative of the Association is present. If a bargaining unit employee is offered representation and they decline, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

COMPLAINTS AND NOTIFICATION

Except when immediate action is necessary for the health, safety, and welfare of students, a bargaining unit employee shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged bargaining unit employee - administrative meeting where reasons for giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance shall be stated.

No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected bargaining unit employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

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

Any alleged serious or repetitious infractions of rules or delinquency in professional performance not brought to a bargaining unit employee's attention within two (2) weeks of said infraction, shall not be the subject of further evaluation or record.

MISCELLANEOUS PROTECTIONS

No bargaining unit employee will evaluate or discipline other bargaining unit employees.

All bargaining unit employees shall be treated fairly and equitably.

Neither the mentor nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor.

The District shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, State or federally mandated committees. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising as a consequence of participation on such committees.

PERSONNEL FILE – Replaces Article 12, 12.01

A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

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

All discipline or complaints that are three (3) years or older shall be expunged from the personnel file except as limited by any existing laws.

3. ASSIGNMENTS AND TRANSFERS

All bargaining unit employees shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1. For secondary bargaining unit employees, such notice shall include building, department(s), and a listing of probable courses to be taught. Bargaining unit employees shall only be assigned in areas in which they are appropriately certified. Whenever possible, bargaining unit employees will be retained in their current assignment.

For other bargaining unit employees, such notice shall include work locations and/or work schedule.

TRANSFER REQUESTS

A “transfer” shall be defined as either a voluntary or involuntary change in: (1) a bargaining unit employee’s position or assignment to another position or assignment within the bargaining unit, (2) in building assignment, (3) in grade level(s) included in an assignment in preK-5, (4) in subject area(s) included in an assignment, (5) in a non-classroom assignment such as interventionist, guidance counselor, literacy coach, etc., or (6) in Special Education assignment such as learning disability, emotionally impaired, etc.

Requests by a bargaining unit employee for any vacancy shall be made in writing to the central office, with a copy to the Association. The request shall specify the school, grade, subject/position sought, and the applicant’s academic qualifications. Subject to certification or licensure, a request for voluntary transfer for bargaining unit employees shall be based on the qualifications listed below. Voluntary transfers shall be granted to certified, qualified, or licensed bargaining unit employees prior to considering external applicants.

- a) Bargaining unit employees with the highest evaluation rating shall be placed into the vacancy. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support. For the 2024-2025 school year, highly effective and effective shall be considered equal, developing shall be considered equal to minimally effective, and needing support shall be considered equal to ineffective.
- b) Where evaluation ratings are the same, the bargaining unit employee with the most years of experience in the grade level (elementary) or subject (secondary) shall be placed into the vacancy. Grade level credit for teaching in grades Pre-K through 5 shall count towards any “elementary vacancy.” Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.) with the exception of Advanced Placement or specialized courses where experience in those specific courses shall be recognized. For bargaining unit employees in positions that do not require certification, years of experience shall be defined as years of experience in that position (i.e. counselor, SLP, Social Worker, etc.)
- c) Where evaluation ratings and years of experience are the same, the bargaining unit employee with the highest seniority shall be placed into the vacancy. Where seniority is the same, the tie breaker number shall be used.

A response, in writing, indicating whether the request for transfer has been approved or denied will be returned to the bargaining unit employee within ten (10) working days. If a request for transfer has been denied, the response will indicate the reason(s) for denial. The following shall constitute valid reasons for denial of voluntary transfer:

Bargaining unit employee is not certified;
Bargaining unit employee is not qualified;
Bargaining unit employee is not licensed;
Bargaining unit employee is on an improvement plan;
Bargaining unit employee has received an ineffective/needing support rating in the current year.

Position was filled by a bargaining unit employee with a higher evaluation rating, more seniority, or more experience.

The voluntary transfer will impair the operations of the school district.

Vacancies caused by a voluntary transfer shall be posted unless that vacated position is being eliminated.

An involuntary transfer shall be defined as a change in building assignment, or a change in grade or department assignment, or a change in position. Involuntary transfers must be approved by the Superintendent or his designee. Thirty (30) days' notice of the intention to transfer, specifying the reasons for and the specific position to be transferred to, shall be provided to the affected bargaining unit employee and the Association. Cause for involuntary transfer includes only the individual's performance, a necessary reduction of force, or legitimate needs of the District.

If the affected bargaining unit employee feels that there is a legitimate objection to the transfer, a conference will be held with the Superintendent or his designee concerning such objection.

VACANCIES – Add to Article 9, Vacancies, Promotions, and Transfers

A vacancy shall be defined, for purposes of this Agreement, as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of ninety (90) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

Notification (Posting) of Vacancies and Application

The Board shall publicize the vacancies by giving written notice to the Association President, posting the vacancy on the district website, and sending the posting, by email, to all bargaining unit employees. The vacancy shall be posted 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 shall be included in the posting as well as the requirement of the State Board for certification. No position shall be permanently filled until the expiration of the posting period. Vacancies which occur during the summer months, when regular school is not in session, will be listed on the district's web site for the posting period of five (5) work days.

Vacancies shall be filled by honoring a bargaining unit employee's request for transfer or by recalling a bargaining unit employee placed on layoff status. Should it not be possible to recall a laid-off bargaining unit employee to a vacancy or honor a bargaining unit employee request for transfer, the Board may fill the vacancy from outside the bargaining unit. Such person shall become a employee of the bargaining unit and shall enjoy all the rights and privileges of a bargaining unit employee.

Vacancies for specialized positions that require specific experience and/or knowledge (such as Instructional Coaches, Behavioral Interventionists, core content specials at the elementary level) will be filled through the interview process except in the case of reduction of staff where the provisions of Reduction, Layoff, and Recall shall apply. Positions designated as specialized positions must be mutually agreed upon by the District and the Association.

RETURNING FROM LEAVE – Add to Article 10 - Leave Days, Leave of Absence, and Terminal Leave, 10.08.11

Any bargaining unit employee whose projected leave time is abandoned due to serious changes in his/her economic or personal status shall be assigned to the first available position for which he/she is qualified based on State licensure, authorization, or certification requirements or will be placed in a position currently held by a temporary employee. If neither of the above positions are available, the bargaining unit employee will be granted permanent substitute status. The employee will be compensated at his/her contractual salary with full contractual rights and privileges of a bargaining unit employee including, but not limited to, health, vision, and dental benefits, seniority, and PTO.

4. REDUCTION, LAYOFF, RECALL

In the event economic conditions or declining enrollment demands a reduction in services, the parties will confer and in order to promote an orderly reduction in personnel, the following procedures will be used:

The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters. Bargaining unit employee's being laid off shall receive a sixty (60) calendar day notice in writing before the effective date of layoff for those layoffs which occur during the summer months and no less than one (1) full semester/trimester for layoffs during the school year.

Documentation to support State licensure, authorization, or certification requirements and additional hours shall be submitted to the Personnel Office by January 15th. A bargaining unit employee, however, may declare additional State licensure, authorization, or certification requirements, supported by proof of that State licensure, authorization, or certification, to the Personnel Office before August 15th to be considered for a vacated position. If such State licensure, authorization, or certification is not achieved, the bargaining unit employee shall not be employed for the vacated position.

Order of Reduction

In the event of layoff the order of reduction for bargaining unit employees shall be as follows:

1. Non-certified bargaining unit employees, in positions that require certification, and temporary employees will be laid off first, provided there are certified and qualified bargaining unit employees to replace them as allowed by law.
2. If reduction is still necessary, then probationary bargaining unit employees, tenured bargaining unit employees, and bargaining unit employees in positions that do not require certification will be laid off based on the following:
 - a. Bargaining unit members with the highest evaluation rating shall be retained. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support. For the 2024-2025 school year, highly effective and effective shall be considered equal, developing shall be considered equal to minimally effective, and needing support shall be considered equal to ineffective.

- b. Where evaluation ratings are the same, the bargaining unit members with the most years of experience in the grade level (elementary) or subject (secondary) shall be retained. Grade level credit for teaching in grades Pre-K through 5 shall count towards any “elementary vacancy.” Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). For bargaining unit employees, in positions that do not required certification, years of experience shall be defined as years of experience in that position (i.e., counselor, SLP, Social Worker, etc.)
 - c. Where evaluation ratings and years of experience are the same, the bargaining unit member with the highest seniority shall be retained. Where seniority is the same, the tie breaker number shall be used.
3. The Board shall give written notice of layoff by sending a registered letter or certified letter to the bargaining unit employee at his/her last known address. It shall be the responsibility of the bargaining unit employee to notify the Board of any change in address.
 4. Bargaining unit employees’, on the district insurance, who are laid off shall have insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit employees shall have insurance benefits continued and paid for by the Board until the end of the month that follows the date of layoff. After that, a laid off bargaining unit employee may continue his/her insurance benefits in accordance with the Carrier’s layoff/benefit continuation policy inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
 5. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

Recall Procedure

No positions shall be declared vacant if there are people on layoff status who have the appropriate State licensure, authorization, or certification to be recalled to an available position. The Board will make all transfers necessary to prevent layoffs of bargaining unit employees.

1. If there are bargaining unit positions that are created and/or vacant, laid off bargaining unit employees who are certified and qualified or licensed for the position(s) will be given the first opportunity to fill such positions. Notification shall be given to all laid off bargaining unit employees and the vacancy or vacancies shall be filled based on the following:
 - a. Bargaining unit members with the highest evaluation rating shall be offered the position. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support. For the 2024-2025 school year, highly effective and effective shall be considered equal, developing shall be considered equal to minimally effective, and needing support shall be considered equal to ineffective.

- b. Where evaluation ratings are the same, the bargaining unit members with the most years of experience in the grade level (elementary) or subject (secondary) shall be offered the position. Grade level credit for teaching in grades Pre-K through 5 shall count towards any “elementary vacancy.” Subject, at the middle school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). Subject at the high school level shall be defined as any position relevant to the subject included in the vacancy (i.e. Math, Science, English, Social Studies, etc.). For bargaining unit positions that do not require certification, years of experience shall be defined as years of experience in that position (i.e., Counselor, SLP, Social Worker, etc.).
 - c. Where evaluation ratings and years of experience are the same, the bargaining unit member with the highest seniority shall be offered the position. Where seniority is the same, the tie breaker number shall be used.
2. Any laid off bargaining unit employee to whom notice of recall was sent by certified mail, return receipt requested, must notify the Board 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 bargaining unit employee fails to accept the offered full-time position, that bargaining unit member shall be dropped from the recall list.
3. It is the responsibility of the laid-off bargaining unit employee to notify the Personnel Office by certified mail, return receipt requested, of any change in his/her mailing address.
4. A laid off bargaining unit employee shall retain recall rights for a period of three (3) years following the layoff.

Definitions

Certification – Shall be defined as holding the required certificates, endorsements, licenses and/or approvals required by law to serve in the position assigned. Further, it is the bargaining unit employee’s responsibility to file such certificates, endorsements, licenses and/or approvals with the Board. The certification status of a bargaining unit employee on file with the District shall be considered conclusive for all purposes under this Agreement.

The bargaining unit employee shall provide written notice to the Board and Association of any change to his/her certificates, endorsements, licenses, or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals, as well as expirations, revocations and any limitations thereon.

Qualification – Bargaining unit employees shall be considered qualified for positions for which they possess the appropriate certification or licensure.

5. Teacher Evaluation

- A. Evaluations: Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.
 2. An evaluation of the teacher's job performance with timely and constructive feedback.
 3. Clear approaches to measuring student growth with relevant data on student growth.
 4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
 5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination. The student growth and assessment data shall be determined using equal weighting of growth from NWEA and EVAAS.
 6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- B. Process: The negotiated Performance Evaluation system, 5 Dimensions of Teaching and Learning, shall be available on the District website and all forms shall be included in an Appendix of the Collective Bargaining Agreement. Forms shall include a Post-observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form.
1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
 - a. The teacher shall be notified no later than September 30 of each year (or within two weeks for an employee hired after the start of the school year) who the administrator will be that conducts their year-end evaluation.
 - b. Bargaining unit employees shall not evaluate other bargaining unit employees.
 - c. Observations conducted by other bargaining unit employees shall not include any type of written feedback.
 - d. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two days before the classroom observation. Unless identified as a deficiency in performance within an existing IDP, teachers will not be required to submit lesson plans to administrators except to comply with the provisions of this Section.
 - e. The observation must include a review of pupil engagement in the lesson that is observed.
 - f. In order to assure 1.d and 1.e above, the observation shall be no less than thirty (30) minutes.
 - g. There shall be notice of the first observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.d and 1.e before the observation occurs.
 - h. The evaluator shall meet with the employee before the first evaluation observation for a pre-observation conference, which shall include discussion relating to explanation of the evaluation form, the employee's explanation of the activity to be observed, what specific

things the evaluator will be looking for, and any concerns the employee may have. This conference will not be used for employee self-evaluation or evaluation of other employees.

- i. Feedback on both 1.d and 1.e will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on the observation on the Post-observation feedback form.
 - j. If the evaluation includes criticism resulting from the observation, a written memo must be prepared and given to the employee within five (5) school days of such observation. The evaluator shall inform the employee of performance area(s) that need to be improved together with suggestions for improvement. An Association representative may be present at the conference at the employee's request.
 - k. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated that are conducted at least 60 days apart. One evaluation shall occur in each semester of each school year.
 - l. A mid-year performance update shall be provided to any teacher for whom there is a concern that he/she may be rated less than effective.
 - m. After two less than effective observations, a teacher, at his/her request will be observed by a different administrator.
2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
- The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than May 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” per the year-end evaluation determination.
3. Teachers who work less than 60 days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if the evaluation was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.
4. Once a staggered schedule, agreed upon by the District and the Association, is created beginning in the 2024-2025 school year, if a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
 - a. Specifically identified areas that need improvement.
 - b. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher. Specific performance goals shall be stated in behavioral terms, measurable and observable.
 - c. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
 - d. Assistance which may include time during the school day, material, resources, and/or consultant services to assist in meeting the goals of the IDP.
 - e. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
 - f. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

C. Rights of Tenured Teachers:

1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

2. A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 21.

D. Probationary Employee Non-Renewal

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

- a. During the hearing, the Board must consider whether the evaluating administrator(s) have properly evaluated the employee as outlined in A and B above. If the administrator(s) did not follow the procedure as outlined in A and B above, the employee's contract will be renewed.
- b. The Board shall establish the procedure and timing of the hearing. Said hearing however, will be scheduled before the end of the school year.
- c. The hearing may be conducted by the full Board or a Committee composed of no less than three (3) Board members.
- d. The employee may request a closed hearing and such request should be made in his/her request for a hearing.
- e. The decision of the Board shall be made within ten (10) days of the conclusion of the hearing.

E. Training on evaluation system, tools, and reporting forms:

Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:

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

PROFESSIONAL COMPENSATION

Article 17

For the 2023-2024 school year only, an additional longevity payment, specified in the schedule below, shall be made no later than the last pay in June, in accordance with the collective bargaining agreement. Longevity shall be based on years of service as a bargaining unit employee in the Anchor Bay School District. Partial years of service shall be rounded up to the nearest whole.

0-2 years of service	\$250
3-5 years of service	\$400
6-8 years of service	\$500
9-12 years of service	\$750
13-15 years of service	\$1000
16-20 years of service	\$1200
21-25 years of service	\$1500
26-30 years of service	\$1800
31-36 years of service	\$2000
37-42 years of service	\$2500
42+ years of service	\$3000

SCHEDULES B-1 AND B-2

See Attachment

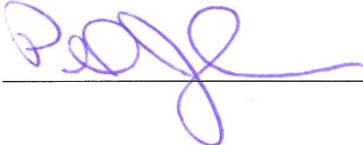
CALENDARS

See Attachment

This Agreement is non-precedent setting and contains the entire understanding between the parties and cannot be added to, changed, deleted from, and/or, in any other way, modified without further written agreement between the parties.

Anchor Bay School District

Anchor Bay Education Association, MEA-NEA

By:  _____

By: _____

Date: 3/1/24 _____

Date: _____

Phil Jankowski
Superintendent
Anchor Bay School District

Jamie Pietron
President
Anchor Bay Education Association, MEA-NEA

SCHEDULE B-1

		Current Head Coach	Proposed Head Coach	Current Ass't Coach	Proposed Ass't Coach		
VARSITY	Golf (Girls)	7.00%	9.00%				
VARSITY	Tennis	8.50%	9.00%				
VARSITY	Swimming (Boys)	9.50%	9.50%	3.50%		Dive Coach	
VARSITY	Tennis (Girls)	8.50%	9.50%				
VARSITY	Track and Field	9.50%	9.50%	7.00%	6.00%		
				3.50%	6.00%	Field event coach	
VARSITY	Sideline Cheer	6.00%	9.50%				
VARSITY	Dance	7.00%	9.50%	3.50%	6.00%		
VARSITY	Cross Country	7.50%	10.00%		6.50%	+25 students trigger	
VARSITY	Soccer	10.50%	10.50%				
VARSITY	Golf (Boys)	7.00%	10.00%				
VARSITY	Lacrosse	9.50%	10.00%				
VARSITY	Swimming (Girls)	9.50%	10.50%	3.50%	7.00%	Dive Coach	
VARSITY	Volleyball	10.50%	10.50%				
VARSITY	Baseball	10.50%	10.50%				
VARSITY	Soccer (Girls)	10.50%	10.50%				
VARSITY	Softball	10.50%	10.50%				
VARSITY	Dance	7.00%	11.50%	3.50%	8.00%		
VARSITY	Football	12.50%	12.50%	9.50%	9.00%		
VARSITY	Bowling (B&G)	8.50%	11.50%				
VARSITY	Wrestling	10.50%	11.50%				
VARSITY	Competitive Cheer	10.50%	12.00%				
VARSITY	Hockey	10.50%	12.50%	8.00%	9.00%		
VARSITY	Basketball (Girls)	12.50%	12.50%				
VARSITY	Basketball (Boys)	12.50%	12.50%				
		Current Head Coach	Proposed Head Coach	Current Ass't Coach	Proposed Ass't Coach		
JV	Tennis (Boys)	7.00%	7.00%				
JV	Tennis (Girls)	7.00%	7.00%				
JV	Track and Field	7.00%	7.00%				
JV	Soccer (Boys) A	8.00%	8.40%				
JV	Soccer (Boys) B	7.00%	8.40%				
JV	Swimming (Girls)	7.00%	8.40%				
JV	Football	9.50%	8.40%				
JV	Sideline Cheer	4.00%	8.40%				
JV	Dance		8.40%				
JV	Soccer (Girls) A	8.00%	9.10%				
JV	Soccer (Girls) B	7.00%	9.10%				
JV	Baseball	9.00%	9.10%				
JV	Soccer (Girls)	8.00%	8.40%				
JV	Dance	8.00%	9.10%				
JV	Wrestling	9.00%	9.10%				
JV	Bowling (B&G)	7.00%	10.50%				
JV	Competitive Cheer	8.00%	10.50%				
JV	Basketball	9.50%	11.20%				
		Current Head Coach	Proposed Head Coach	Current Ass't Coach	Proposed Ass't Coach		
Freshman	Soccer Boys	7.00%	7.20%				
Freshman	Sideline Cheer	7.00%	7.20%				
Freshman	Soccer (Girls) B	7.00%	7.20%				
Freshman	Sideline	3.00%	7.20%				
Freshman	Wrestling	7.00%	7.80%				
Freshman	Swimming (Girls)	7.00%	7.20%				
Freshman	Dance	7.00%	7.20%				
Freshman	Soccer (Girls) A	7.00%	7.20%				
Freshman	Softball	7.00%	7.80%				
Freshman	Dance	7.00%	7.80%				

SCHEDULE B-2	Curent Rate	Comment	PROPOSED	
HS Summer Marching Band Camp	3.50%		3.50%	
HS Summer Marching Band Camp Ass't	2.00%	+150 students Trigger	2.00%	+150 students Trigger
HS Marching Band	6.00%		6.00%	
HS Marching Band Ass't	3,000.00	+150 students Trigger	\$ 3,000.00	+150 students Trigger
HS Spring Musical Pit Orchestra Dir	3.00%		3.00%	
HS individual Ensembles (Jazz, Concert, Etc.)	1.00%	Per Ensemble	1.00%	Not to exceed 5 ensembles in a school year
HS Festivals & Competitions	1.00%		1.00%	
MS Individual Ensembles (Concert, Sym, Etc.)	1.00%	Per Ensemble	1.00%	Not to exceed 3 ensembles in a school year
MS Festivals & Competitions	1.00%		1.00%	
5th Grade Band	1,800.00	per school	\$ 1,800.00	per school
HS Spring Vocal Music Dir	4.00%		4.00%	
HS Individual Vocal Ensembles (jass, Concert, Etc.)	1.00%	Per Ensemble	1.00%	Not to exceed 5 ensembles in a school year
HS Vocal Festivals & Competitions	1.00%		1.00%	
MS Individual Vocal Ensembles (jass, Concert, Etc.)	1.00%	Per Ensemble	1.00%	Not to exceed 3 ensembles in a school year
MS Vocal Festivals & Competitions	1.00%		1.00%	
Elementary Music Concerts	0.50%	Per Performance	0.50%	Per Performance
Fine Arts Festivals, Presentations	0.50%		0.50%	
Mock Trial	5.50%		5.50%	
Forensics	4.00%		4.00%	
One Act Theater Festival Competitions	4.00%		4.00%	
Green Team (All Levels)	1.50%		1.50%	
Safty Patrol	1.50%		1.50%	
Service Squad	1.50%		1.50%	
NHS (2 PER BLDG)	1.50%		1.50%	
Junior NHS (2 PER BLCG)	1.50%		1.50%	
Play (Musical)	5.00%		5.00%	
Play (Drama)	4.00%		4.00%	
MS Play Dir	2.00%		2.00%	
MS Play Ass't	2.00%		2.00%	
HS Key Club	1.50%		1.50%	
HS Student Council (2 PER BLDG)	5.50%		6.00%	
MS Student Council (2 PER BLDG)	2.00%		2.00%	
Elem Student Council	1.50%		1.50%	
HS Yearbook	9.00%		9.00%	9% without class and 4% if YB class
MS Yearbook	3.50%		3.50%	
HS/MS Athletic Worker	\$25/Hour		\$25/Hour	
HOSA	4.00%		4.00%	
Science Olympiad	1.50%		1.50%	
Quiz Bowl	1.50%		1.50%	
First Robotics	4.00%		4.00%	
Bridge Building	3.50%		3.50%	
E-Sports	4.00%		4.00%	
Homecoming Advisor	250.00		250.00	
High School Grad	Pro-Rata Per Diem		Pro-Rata Per Diem	
Accreditation/SIP	3.00%	Per Building	3.00%	Per Building
DECA	4.00%		4.00%	
BPA	4.00%		4.00%	
Skills USA	1.50%		1.50%	
SADD	4.00%		2.00%	
Daily Bus Duty (before and after school)	4.00%		4.00%	
Daily Playground	2.00%	Per Year	2.00%	Per Year
Daily Lunch Duty	2.00%	Per Year	2.00%	Per Year
Daily Hall Duty	2.00%	Per Year	2.00%	Per Year
Department Chairs	2.00%	Per Year	2.00%	Per Year
Clubs	2.00%	Per Year	2.00%	Per Year
Link Crew			3.00%	Trigger at 40+ students
Lego Robotics			2.00%	
Non-instructional Assignments			\$25/hr	
Food Truck			\$50/hr	paid from proceeds of catered event
VICA			2.00%	
Catering			\$50/hr	paid from proceeds of catered event
Pathfinders			3.00%	
Activities Director			2 hours	release time
Broadcast Club			2.00%	
All Schedule B activities must be pre approved by ABSD Central Administration				
New clubs/extracurricular, in first year, get paid flat \$500 stipend				
New Schedule B-2 sponsors begin at Step 1				
Current Sponsors Grandfathered in at 2023-2024 percentage				

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made between the Anchor Bay Board of Education (the “District”) and the Anchor Bay Education Association, MEA-NEA (the “Association”).

The parties agree as follows:

The Letter of Understanding between the Anchor Bay Board of Education and the Anchor Bay Education Association, signed March 1, 2024, shall have immediate effect, upon ratification by both parties, with the exception of the following which shall go into effect at the start of the 2024-2025 school year.

1. Membership Status and Payroll Deduction
2. Teacher Evaluation
3. Schedule B-1 and B-2

Anchor Bay School District

Anchor Bay Education Association,
MEA-NEA

By:  _____

By:  _____

Date: 3/1/24 _____

Date: 3/1/24 _____

Phil Jankowski
Superintendent
Anchor Bay School District

Jamie Pietron
President
Anchor Bay Education Association