



**MASTER AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION  
ARMADA AREA SCHOOL DISTRICT  
ARMADA, MICHIGAN**

**AND THE**

**THE ARMADA EDUCATION ASSOCIATION  
MEA-NEA, LOCAL 1  
ARMADA, MI**

**2021-2024**

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All of the following language in this Appendix applies only to those bargaining unit members who are in positions which do not require certification and which are not regulated by the Michigan Teacher Tenure Act.

## **AGREEMENT**

This agreement entered into this July 20, 2021, by and between the Board of Education of the Armada Area School District of Armada, Michigan, hereinafter called the "Board", and the Armada Education Association, MEA-NEA, Local I, hereinafter called the "Association."

## **WITNESSETH**

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Armada Area School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS both parties recognize that the Board by state law is vested with policy making responsibilities, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm.

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE I - RECOGNITION**

1. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 379, Public Acts of 1965, for all regular full-time and part-time employed professional personnel certified by the Michigan State Board of Education whose position with the district requires a valid certificate, including personnel on tenure, on probation, classroom teachers, guidance personnel, and certified librarians employed by the Armada School District and those non-certified personnel hired under State Statute Sec. 380-1233 of 1990 excluding full or part-time supervisors and executive or administrative personnel, business manager, Title I director, curriculum coordinator, reading director, director of community education, community school program teachers (including high school completion, enrichment, and recreation teachers), special education coordinators, substitute teachers per diem appointments, aides and paraprofessionals, teachers in programs not part of regular school year including summer school, noon period supervisors, office and clerical employees, custodial employees, and all other non-certified employees of the Board of Education.
2. The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and reference to male teachers shall include female teachers.
3. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

4. The Board shall not supplant bargaining unit members with outside professionals. In the event the Board finds it necessary to subcontract bargaining unit work on a temporary basis, the Board shall consult with the Association.

## **ARTICLE II - BOARD RIGHTS**

1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
  - a. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees in respect to the execution of their professional duties and responsibilities.
  - b. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
  - c. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  - d. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
  - e. To determine class schedules, the hours of instruction, the duties, responsibilities, assignments, and the terms and conditions of employment of teachers and other employees, and other professional activities as they relate to the duties and responsibilities of teachers. In the event that any change is necessary in professional activities as they relate to the duties and responsibilities of teachers, the Board may consult with the Association.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, reasonable rules, regulations, and practices in furtherance therewith shall be limited only by the specific and express terms of this agreement and then only to the extent specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

1. The Association shall have permission to use school building facilities at all reasonable hours for meetings not conflicting with the school calendar. Cost of using these facilities shall be mutually agreed between the Association and the administration.
2. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district for collective bargaining.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

4. Teachers shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. The teacher shall not be discriminated against as a result of instituting a grievance, complaint, or proceeding under this Agreement or because he has given testimony or instituted proceedings under the law.
5. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to negotiate on said policies as they impact on the working conditions and health and safety of bargaining unit members.
6. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this agreement.
7. The Board will grant a total of twelve (12) days per year released time without loss of pay for use by the President and/or officers of the Association for Association business. In addition, the Association may also buy up to eighteen (18) days for Association use at the current substitute rate. Additional days may be bought by mutual agreement between the Superintendent and the President of the Association.

#### **ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES**

1. Teachers are entitled to full rights of citizenship. No religious or political activities will be grounds for discrimination. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, disability, or membership in any employee organization.
2. Rights teachers may have under the Michigan General School Laws or applicable tenure laws and regulations shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.
3. The terms and conditions of an individual contract will be subject to and will incorporate the terms and conditions negotiated in the Master Agreement and in Board policy.
4. The teacher in fulfilling his obligations shall deal justly and considerately with each student, shall encourage the student to study varying points of view, and shall respect his right to form his own judgment.
5. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal in writing. Reasonable efforts shall be made to provide such special attention as is required.
6. It is the responsibility of each teacher to honor Board policies and Administrative regulations not in conflict with this Agreement. The Board agrees to provide the Association access to Board and Administrative policies by placing a copy of same in each building's administrative office.

7. Responsibility of the teacher includes but is not limited to:
- a. Careful daily preparation of lessons, lectures, demonstrations, etc.;
  - b. Participation in building and district-wide curriculum study;
  - c. Participation in public-oriented activities of the school such as: Open House, curriculum night and conferences.
  - d. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and furnishing essential reports and information required by Administrators;
  - e. Maintain appropriate communication with parents which will enhance student achievement;
  - f. Consideration of conditions which make scheduling of parent-teacher conferences during usual school hours impossible;
  - g. Up to sixteen (16) per school year regularly scheduled for staff meetings which are called by the Administration to be held before or after school. The fourth Monday shall be reserved for A.E.A. meetings. Administration agrees to notify teachers 24 hours in advance except for emergencies.
8. The parties recognize that children having severe physical, mental and/or emotional problems as defined in state/federal rules may require unique and special intervention.
- a. Every effort will be made to provide teachers with advance notice of placement and appropriate information related to the child's disability.
  - b. The services of appropriate consultants will be made available to the classroom teacher depending on availability. Such services shall be deemed to include, but not limited to, special education personnel or intermediate school district services.
  - c. The teacher will be supplied with materials and equipment needed for the educational experience of severely disabled children, as determined by the IEPC.
  - d. All referring and receiving teachers of students considered for special education services are invited to participate in the IEPC process.
  - e. Teachers who receive medically fragile students will not be required to perform medical services for the student including but not limited to tracheotomy suctioning or diapering.
  - f. Every reasonable effort will be made to equalize the number of disabled students in any regular classroom.
9. Teachers shall have the right upon request to review the contents of their own personnel files with the exception of confidential materials.

10. Other examination of the bargaining unit member's file(s) shall be limited to qualified school or Board personnel.
11. Records of non-recurring negative nature will be removed from a teacher's personnel file three (3) years after the date of the entry.
12. When teachers are requested to sign material placed in their files, such signature shall be understood to indicate their awareness of the material but shall not be interpreted to mean agreement with the content of the material.
13. No material will be placed in the teacher's personnel file without prior knowledge of the teacher.
14. Requests for information under the Freedom of Information Act
  - a. All requests must be made in writing and include the name and address of the person(s) or organization(s) making the request.
  - b. Once a FOIA request is received by the Board, the teacher and Association President shall be notified as soon as feasible and provided with a copy of the FOIA request.
  - c. Before release of any document, the teacher and/or the Association will have the opportunity to review the document(s).
  - d. The Board shall honor all exemptions to the production of documents contained in Section 13 (1) of FOIA.
  - e. On any documents that may be released under a FOIA request, all exempt material must be redacted
15. No teacher shall be reprimanded, disciplined, discharged, reduced in compensation or denied any professional advantage without the guarantee of due process and not in an arbitrary and capricious manner.
16. In those instances where certified personnel are not protected by the Michigan Tenure Act, the Board agrees that the guarantees of due process and just cause will be adhered to. This does not include probationary teachers (see 15 of this Article), but includes, but is not limited to, personnel such as social workers and psychologists who also shall serve a probationary period of four (4) years.

## **ARTICLE V - TEACHER EVALUATION**

1. By October 1 of each school year, the Administration will submit to the Association president a list of all teachers to be evaluated during the school year. If a teacher's performance is less than satisfactory, the Board will notify, in writing, the Association president.

## ARTICLE VI - TEACHING HOURS

1. Prior to the beginning of the school year, teachers shall meet with the appropriate principal on request and with mutual agreement.
2. The teacher's day will consist of 7 hours and 11 minutes, including lunch, preparation and class time.
  - a. For all classes, except band and orchestra, a zero hour or a seventh hour may be scheduled on a voluntary basis. Teachers volunteering for zero or seventh hour shall have their schedule modified so as not to exceed the seven hour and 11-minute teacher workday. This means that the 7 hour and 11-minute hours must be consecutively scheduled.
3. Teachers shall have a 30-consecutive minute, duty-free lunch period.
4. Teachers shall receive unassigned preparation time as follows:
  - a. Elementary: No fewer than 40 consecutive minutes of preparation each day. Elementary teachers will have at least 250 minutes of preparation time per week. In the event 250 minutes of preparation time per week, resulting from the schedule established for Specials Teachers, is not possible, then Elementary teachers will receive 40 minutes of preparation time daily, which must be consecutive, and the additional time will be provided by a daily recess, not including lunch recess. Teachers will continue to have the flexibility to schedule recess in 15-minute minimum blocks on a daily basis and will work within their grade or subject levels to develop a schedule. If grant monies are available, grade level classroom teachers will receive an additional one-half day of released time per trimester for the purpose of meeting by grade level to coordinate curriculum.
  - b. Secondary: Consecutive time equivalent to one of the six class periods.
  - c. Duty time before and after school will not exceed 11 minutes.
5. The Administration will make every attempt to limit the number of secondary preparations to three or less.
6. Instructional time will not exceed five (5) hours and forty-seven (47) minutes.
7. Teachers who are required to travel to another building will have at least ten minutes for travel time (exclusive of prep or lunch periods), or be paid the prorata per diem rate for any minutes fewer than 10 minutes provided for travel.
8. Teachers shall be informed of a telephone number that they must call prior to 6:00 a.m. to report unavailability for work. Whenever possible, teachers should call before school is out to verify the succeeding day's absence.
9. The Board wishes to retain the involvement of teachers for daily non-teaching duties such as recess and noon-hour. Teachers will be involved in the scheduling of these duties.



10. The Board is committed to compliance with AdvancED standards in the establishment of teaching hours.
11. If the state requirement for minimum days and hours of pupil instruction changes during the life of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction.

## **ARTICLE VII - TEACHING CONDITIONS**

1. The Board shall make available in each school adequate lunchroom and lavatory facilities exclusively for staff use and at least one room appropriately furnished which shall be reserved as a staff room.
2. A vending machine for beverages may be installed in the staff rooms if requested by the Association, the proceeds to be used for a teachers' fund. Such vending machines shall be maintained by the teachers, with no maintenance from the custodians, and at no expense to the school.
3. Paved and adequately maintained parking shall be provided for the staff at each building. The parking lot shall be free from student parking and other student areas.
4. Teachers shall be held accountable for misuse and/or negligent use of school materials, equipment, technology, and facilities under their supervision and shall properly store such property in facilities provided by the school district.
5. The pupil-teacher ratio, class assignments, and teaching load are an important aspect of an effective educational program. The parties agree that class size, class assignments, Special Education student assignment, and teaching load will be equalized, if feasible, and shall be reasonably consistent with the past practice of the Board, providing funds, scheduling, and building facilities are available to effectively reach the desired changes, and with the policy established by the State Department of Education. The individual teacher may agree to participate in different types of group instruction such as large groups or experimental programs. The individual teacher may also agree to accept more than his share of Special Education students.
6. The Board and the Association recognize that appropriate texts, library reference facilities, music supplies and equipment, maps and globes, lab equipment, current periodicals, audio-visual equipment, art supplies, athletic equipment, standard tests and questionnaires, and basic supplies are the tools of the teaching profession. The Board will assure an adequate supply of materials is maintained to meet the instructional needs of the staff.
7. In developing the goals, standards and content of the K-12 curriculum, the Board agrees that the input from teachers and Association will be considered.

A district-wide Curriculum Committee shall be mutually selected by the Administration and the Association. The Committee shall be composed of five (5) teachers (one each from the early and later elementary, middle school, MA2S, and high school) and up to five (5) administrators. The Committee shall appoint sub-committees as necessary. All curriculum recommendations of the committee will be submitted to the Superintendent. Both parties agree that the intent of

the Curriculum Committee or any sub-committee dealing with the curriculum shall not be to circumvent the Master Agreement. The Curriculum Committee shall also plan post in-service work, arrange for professional growth opportunities, arrange for speakers on selected educational topics, develop grants, and investigate other programs related to professional development and improvement.

- a. Participation in this committee is voluntary.
- b. Requests for payment for the additional stipend for appropriate in-service work completed during the school year must be made before the final pay day in August.
- c. Nothing this committee does shall violate the Master Agreement.

A district-wide Testing Committee will provide oversight for the district testing program. The committee will be composed of one teacher each from early elementary and later elementary, one from the middle school level, and one from the high school level and MA2S and building level administrators. The committee will be charged with the responsibility of determining which assessment tests will be used, and the committee will establish implementation guidelines for the use of tests as well as recommend appropriate training for teachers in the administration in the use of the tests.

8. Participation in any building or district school improvement committee is voluntary.
  - a. A building or district school improvement committee decision shall not violate the collective bargaining agreement.
  - b. The administrator(s) and teachers will mutually agree to the process for selecting the teacher representatives.
9. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance.
  - a. Participation as a mentor shall be on a volunteer basis.
  - b. The mentor position will first be offered to a current bargaining unit member who is tenured and has a satisfactory record of evaluation. If no tenured teacher agrees to be a mentor, the Principal of the affected building will meet with the Association President to discuss the situation to resolve the situation.
  - c. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.
  - d. Every effort will be made to match mentor teacher with mentees who work in the same building and have the same area of certification.
  - e. The mentee shall be assigned to one (1) mentor teacher at a time.
  - f. A mentor teacher shall be assigned to only one (1) mentee at a time, unless the Association and the Administration mutually agree to additional mentees for a mentor.

- g. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.
  - h. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases of misconduct.
  - i. The administration shall make available four (4) days per year for the bargaining unit mentor to work with his/her mentee in his/her assignment during the work day. Administrative approval is required for such days. If the mentor and mentee work in the same building, the administration will attempt to arrange for a common preparation time.
  - j. It shall be the obligation of teachers to satisfy state laws or regulations pertaining to professional development training, certification requirements, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements.
  - k. Professional development training required by law or regulation, such as Section 1526 of the Michigan School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.
  - l. Bargaining unit members who serve as mentors shall receive two bonus days, as per Article XI, Section 4, during each year they serve as a mentor.
10. In the event the Board of Education considers authorizing a public school academy or considers applying for a public school academy contract with another body authorized to grant such a contract, the Board will immediately notify the Association of its intent prior to adopting or implementing such a plan. There shall be at least one trimester's notice and opportunity for the Association to negotiate the impact of such a program on the bargaining unit. The parties mutually pledge that every effort shall be made to complete negotiations at least one month prior to the implementation of any charter or academy school program.
11. Decisions regarding the application for waivers from the Department of Education Special Education administrative rules will be discussed with the Association prior to the application being made.
12. Indoor Air Quality:
- Each building will have Indoor Air Quality Policies and Procedures. To facilitate the work, each building shall use the EPA Tools for Schools Action Kit as a guide for monitoring indoor air quality. A kit for the use of staff will be placed in each building.
13. Macomb Academy of Art and Science (MA<sup>2</sup>S):

- a. The Academy teachers are Employees of the Armada School District
- b. Vacancies will be posted per Article VIII of the Master Agreement.
- c. An Academy teacher who wishes to transfer to the regular program must provide notice to the Academy administrator by March 1.
- d. The work year and length of the school day will be the same as that of the regular program.
- e. As members of the bargaining unit, all provisions of the Master Agreement will be applicable to the teachers of the Academy, unless otherwise agreed upon between the Association and the Board.

### **ARTICLE VIII - PROFESSIONAL QUALIFICATIONS, VACANCIES & NOTIFICATIONS**

1. It is the sole responsibility of the teacher to meet and maintain certification requirements as prescribed by the state law. Any loss of state aid or penalties assessed against the school district for improper certification of a teacher shall be charged directly against that teacher's salary.
2. A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, a new position that is currently not in existence, or a position vacant for more than ninety (90) days.
3. Whenever a vacancy in any professional position in the district shall occur, the Superintendent will publicize the same by posting in every building notice thereof in writing for a period of at least seven (7) calendar days before the position is filled. All teachers on the current layoff list will be notified in writing, at their last known address, of any vacancy.
4. During the normal summer months and recesses, the Superintendent will mail a notice to the Association President or his designee concerning vacant positions. Between June 15 and August 15 notice will be given for a period of fourteen (14) days.
5. Teacher Transfers
  - a. For the purposes of this Agreement, reassignment shall mean a change in department at the high school or MA<sup>2</sup>S, within a department or grade at the middle school, or grade level within each elementary school, or within the Special Education Department.
  - b. A transfer shall mean a change between schools.
  - c. Teachers affected by a change in grade or subject assignment will be notified as soon as practical before their reassignment or transfer.
6. Although the Board and Association recognize that frequent transfer of teachers is disruptive to the educational programs of the district, they also recognize that some involuntary transfers are unavoidable. No teacher has the right to a specific assignment, but the interests,

aspirations, and current assignments must be considered. Therefore, they agree to the following:

- a. An involuntary transfer shall be made only after a meeting with the teacher involved, the administration, and the Association representative. At which time the teacher shall be notified in writing of the reasons for the transfer.
  - b. Notice of the involuntary transfer shall be given to the teacher involved immediately upon the decision to transfer.
7. Although reassignment, as described in paragraph 6 of Article VIII, does not require the same procedures as in involuntary transfer, it is understood that the Administration shall discuss with the teacher the rationale for the reassignment. This communication is especially important when reassigning teachers from elementary level (early to later elem.), or in the secondary levels from a major to a minor area.
  8. The Administration will make available job postings during the school year to the Local I Office. The Administration will interview candidates that meet the qualification criteria established by the Administration.

## **ARTICLE IX - PROTECTION OF TEACHERS**

1. A teacher may exclude a pupil from one class when the grossness of the offense, persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident, in writing, on request by the principal. Prior to the next meeting of that class or the beginning of the next school day, the principal will state in writing, on request by the teacher, the course of action which will be taken to alleviate the disruptive situation.
2. The Board recognizes its responsibility to give all reasonable support and assistance to teachers in maintaining control and discipline.
3. Any case of assault upon a teacher (or if any teacher is complained against or sued as a result of disciplinary action taken against a student) it shall be promptly reported to the administration, who will counsel with the teacher.
4. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's leave, but such time shall not exceed five (5) days. Additional leave may be granted upon approval of the Board.
5. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in cases of gross negligence, for any damage or loss to person or property.
6. A teacher may take such reasonable steps as necessary to protect himself from attack or to prevent injury to another student.
7. The Armada Education Association and the Board of Education agree that the Superintendent

will consider on a case-by-case basis the need to release teachers from teaching duties for illness without loss of pay when such illness is reasonably determined to be a result of exposure to student illness.

## **ARTICLE X - SENIORITY AND NOTIFICATIONS**

1. Seniority is defined as the total length of service as a member of the bargaining unit in the district.
2. Should two members have identical seniority dates, the date and time of the signing of the individual contract will determine those members' places on the seniority list for the duration of this Agreement.
3. Any bargaining unit member who becomes an administrator in Armada shall receive seniority credit for the number of years accrued as a bargaining unit member.
4. The Board shall exclude tenure in a capacity other than as a classroom teacher in the individual continuing contract issued to teachers hired or placed in such a capacity on or after September 1, 1984.
5. The Board of Education shall furnish the Association with an updated seniority list sixty (60) days after the beginning of each school year.
6. Layoff shall be defined as a necessary reduction in the work force. When situations arise that require a layoff in staff, the Board of Education must first determine what the school program shall be.
7. The Board shall endeavor to give thirty (30) working days notice of layoff to the individual involved and in any event notice by July 1 shall be given in all cases. A list of the names of the teachers to be laid off shall be sent to the Association at the time the teachers are notified (At the expiration of this agreement, "notice by July 1" will revert to "twenty (20) working days").
8. When the Board determines that a reduction in the teaching staff is necessary, a list of certified teachers in the district will be posted in each building. This list shall include area of certification, experience in the district, tenure status, and seniority in the Armada District. Teachers who do not agree with their description on the list shall have five (5) school days to notify their building administrator. Failure to do so within five (5) school days will mean the list is correct.
9. If, after a reduction of teachers as outlined above, there are teaching positions that become vacant, laid off teachers shall be recalled per Board policy. The Board shall give written notice of the recall from layoff by sending a registered letter or telegram to said teacher at his last known address. At the same time, the Board shall further notify the Association of the recall. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher.
10. Teachers being recalled will have seven (7) calendar days from the date of the receipt of a registered letter of recall to indicate acceptance or rejection of reemployment. Failure to

respond shall result in termination of all employee rights.

11. Failure of a teacher to accept a full-time position, that is, a position for which the teacher is certified and qualified and which extends from the date of recall to the end of that school year, shall result in termination of all employee rights. However, notwithstanding the preceding, no teacher shall be required to accept recall to a position which is opened after May 1 unless such position is guaranteed for the succeeding year.
12. The Board will advise the Association prior to any reduction in staff, as to who will be laid off, providing a list which reflects teachers' certification(s) and seniority dates. In the event the Association questions the wisdom of the employer as to (1) specific teachers being laid off or not being laid off or (2) filling vacant positions (as set forth above) or not filling such positions, the employer shall set forth in writing to the teacher and to the Association its reason for its action.
13. All teachers subject to layoff for the following school year shall not lose, over the summer months, their fringe benefits or salary afforded them under the terms of this Agreement and individual employment contracts.
14. A laid-off teacher or a teacher on a Board approved leave of absence shall have the right to purchase insurance at the present group rate for the duration of his layoff or leave of absence per the provisions of COBRA.
15. A laid-off teacher shall retain his or her name on a recall list following layoff for a period of three (3) years or a length of time equal to his/her seniority at the time of lay-off, whichever is greater.

## **ARTICLE XI - PAID LEAVES OF ABSENCE AND DISABILITY INSURANCE**

1. The Board of Education will grant paid time off days (PTO) up to eleven (11) per year and each bargaining unit member will carry over unused PTO days. Five (5) PTO days must be taken in full day increments. Six (6) may be taken in full or half day increments. Unused PTO days shall accumulate up to 115 days.
  - a. A bargaining unit member that leaves employment for the purpose of retirement and is eligible for and receives benefits under the Michigan Public Schools Employee Retirement System shall be paid for a maximum of ninety (90) days of her/his accumulated PTO leave at a rate of \$50.00 per day if notification of their intent to retire is received by the district no later than the last school day in March.
  - b. If notification is received after the last school day in March, a bargaining unit member that leaves employment for the purpose of retirement and is eligible for and receives benefits under the Michigan Public Schools Employee Retirement System shall be paid for a maximum of ninety (90) days of her/his accumulated PTO leave at a rate of \$45.00 per day.
2. Sick Leave Bank

- a. All employees covered by this Agreement shall participate in the sick leave bank.
  - b. Each year, each bargaining unit member will contribute days from his/her paid time off which will be deposited in the bank until the bank is built up to at least two hundred and thirty (230) days. The number of days contributed by each member will be on the following basis: bargaining unit members with at least twenty four (24) paid time off days will contribute one (1) day; bargaining unit members with at least thirty six (36) paid time off days will contribute 2 days; bargaining unit members with at least forty eight (48) paid time off days will contribute 3 days. If, within a given school year, the bank is depleted to fewer than seventy-five (75) days, the Superintendent and the Association President will meet to discuss ways to replenish the bank. Teachers in their first year of teaching in Armada will not be required to contribute any of their paid time off days to the unit bank.
  - c. For teachers with less than 4 years of experience in Armada, ten (10) school days of illness or disability will not be covered by the unit bank but must be covered by the employee's own accumulated PTO or absence without pay days. Following the tenth (10<sup>th</sup>) day of absence for the teacher's own extended illness (or extended illness of a dependent child under the age of 18), a teacher may withdraw days from the unit sick bank. A statement from a physician is required before a teacher can withdraw such days.
  - d. For teachers with 4 or more years of experience in Armada, a minimum of twenty (20) school days of illness or disability will not be covered by the unit bank but must be covered by the employee's own accumulated PTO or absence without pay. Teachers with more than 20 days of accumulated PTO must use all but 30% of her/his accumulated PTO before withdrawing days from the unit sick bank. Following the twentieth (20<sup>th</sup>) day of absence, or use of all but 30% of accumulated PTO, for the teacher's own extended illness (or extended illness of a dependent child under the age of 18), a teacher may withdraw days from the unit sick bank. A statement from a physician is required before a teacher can withdraw such days.
  - e. A Person withdrawing sick leave days from the unit sick leave bank will not be required to replace such days except as a regular contributing member of the bank.
  - f. The president of the Association shall be apprised annually as to the status of the bank and shall certify as to the accuracy of the additions or deductions from the bank.
  - g. A maximum of forty-five (45) days for an extended illness (or extended illness of a dependent child under the age of 18) may be drawn by one individual from the bank during one school year. Should a teacher, returning to work without using the total forty-five (45) days, experience a relapse from the same illness as certified by his/her physician, he/she shall be granted access to the unused portion without waiting an additional twenty (20) day period. Teachers with less than 4 years of service will be able to use a maximum of 55 days from the bank.
3. No PTO days shall be granted one (1) day prior to or one (1) day after any regularly scheduled vacation period or school holiday, except in emergency situations or a doctor note is provided. No more than 3 PTO days may be used consecutively except in the case of emergency or a doctor note is provided.



#### 4. Personal Time Accumulations

- a. If a teacher uses only one (1) paid time off day, as referenced in section 2 of this article, the Board shall grant two (2) bonus days without restriction. If a teacher uses only two (2) paid time off days, as referenced in section 2 of this article, the Board shall grant one (1) bonus day without restriction. The teacher may accumulate a maximum of five (5) bonus days and use them without restriction. The teacher shall give one (1) day notice to his/her principal. If a teacher accumulates beyond five (5) the teacher will be paid for the days over five (5) no later than the last pay in June of the current school year at the rate of \$100.00 the last pay in June of the current school year shall be included in the current school year accumulation, shall count toward the necessary five-day accumulation in the current school year, and shall be eligible for pay out in the current school year. At retirement, a teacher who has unused bonus days will be reimbursed for said days at the rate of \$100.00 per day. Teachers must make corrections in regard to any change in duties/roles that may affect the accumulation of bonus days.
  - b. Teachers may accumulate bonus days for subbing on his or her prep 6 times will equate to one day. These days may be banked and are uncapped.
5. The Board of Education shall carry an insurance policy, per the specifications as referenced in Article XIV, which protects the income of the teacher for personal illness after sixty-five (65) days of absence thereafter according to the rules and regulations of the insurance policy.
6. Paid leave of absence may be granted as follows:
- a. Bereavement time necessary not to exceed five (5) days per death in the immediate family. Immediate family shall be defined as those persons listed in paragraph 1b. and shall also include grandchildren, grandparents and guardians, or other person who permanently resides in the household. One bereavement day shall be granted for an aunt, uncle, sister-in-law, brother-in-law, niece or nephew if necessary. One bereavement day may be granted for the death of a colleague at the discretion of the Superintendent.
  - b. Court appearance as a witness in any case connected with the teacher's employment with the school whenever the teacher is subpoenaed to attend such proceedings. If requested, the teacher shall produce evidence of such subpoena.
  - c. Court appearances when subpoenaed as a witness on behalf of a party other than the Board of Education in any case connected with the teacher's employment.
  - d. Absence for jury duty service by a teacher. Such absence will not be charged to the sick leave allowance, and the school district will pay the difference in salary between the teacher's daily salary and any fee the teacher is paid for jury duty.
  - e. Visitation at other schools, attending educational conferences, or conventions when approved by the Principal and/or Superintendent.
  - f. If the need arises for one teacher(s) to appear before the State Labor Mediation Board, the teacher shall be released from regular duties without loss of salary.
7. Upon return from sick leave of absence, the teacher shall be assigned to a substantially equivalent position.

## **ARTICLE XII - UNPAID LEAVES**

1. Leave of Absence without pay may be granted at the discretion of the Board, upon application, for the following purposes:
  - a. Study related to the teacher's license field;
  - b. Study to meet eligibility requirements for a license, other than that held by the teacher;
  - c. Study, research, or special teaching assignment involving probable advantage to the school system;
  - d. Personal and/or family;
  - e. Military leaves;
  - f. Career alternatives;
  - g. Maternity/Medical.
    - i. The Board will grant medical/maternity leaves of absence to any teacher who is disabled due to personal illness, accident, or pregnancy. In the case of disability exceeding five (5) days, the Board may request a supporting statement from the teacher's physician.
    - ii. Whenever possible in case of medical/maternity leaves, the teacher must submit a written notice of such leave at least forty-five calendar days prior to the expected delivery date.
    - iii. A teacher on medical/maternity leave must return to work as soon as one is physically able to fulfill one's normal duties. A teacher may be required to submit proof of disability to the Board during the leave. The Board reserves the right to require teachers on such leave to report upon reasonable notice for a physical examination by appropriate specialists to determine whether the medical/maternity leave is warranted. If the report of the Board's physician and the report of the teacher's physician are in disagreement or conflict, the affected teacher shall be examined at the Board's expense by an appropriate specialist in the area of controversy at a hospital in the Detroit Metropolitan area for final determination in the matter which shall be binding on the parties.
    - iv. In cases where a teacher has been on medical/maternity leave for more than ten (10) days, the Board may require that upon returning to work the teacher shall submit a statement from his/her physician that he/she is able to return to work, and/or be certified as able to return to work by a licensed physician chosen by the Board. If there is a dispute as to whether the teacher is able to return to work, it shall be resolved in the manner set forth above.
    - v. Upon written notice, the Board shall grant unpaid medical/maternity leaves. This leave will be granted without pay or fringe benefits and without experience credit

and without sick leave, accumulation. Upon return from unpaid medical/maternity leave the employee shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to his benefits prior to said leave. Upon return from said leave the teacher shall be assigned to a substantially equivalent position.

- vi. Any teacher granted said leave may make arrangements to continue at his expense hospitalization and life insurance coverage per COBRA.

#### h. Child Care Leave

Upon application by a teacher, an unpaid leave of absence may be granted to that teacher for the purpose of child care. Said leave shall commence upon the date requested by the teacher. The duration of the leave shall not be less than the remainder of a trimester nor more than the next two trimesters. Upon written application, the Board may, at its sole discretion, extend the leave for a period of two or less years.

2. Forty-five (45) calendar days before the end of the school year or the termination of the leave, whichever is earlier, any teacher on such leave shall notify the Board of his intention to:
  - a. return from leave
  - b. request another leave, or
  - c. resign.
3. Notification must be made by registered mail. Failure to give such notification shall result in termination of all employee rights.
4. This article shall also cover cases of adoption.
5. The Board will grant up to twelve (12) weeks of family and medical leave during a twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993. All requests for such leave will be made to the Superintendent. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available paid leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave.

### **ARTICLE XIII - SABBATICAL LEAVE**

1. In order to provide opportunities for maximal professional improvement, Sabbatical Leave may be available to teachers for formal, full-time study at a recognized college or university.
2. An applicant must possess a Michigan Life, Permanent, Continuing, or Professional Education Certificate and must have accrued seven consecutive full years of teaching service in the Armada Area School District. (Approved leaves of absence shall not cause a break in consecutive years of employment. However, approved leaves of absence shall not be included as one of the seven consecutive years.)

3. Applicants shall not have received a Sabbatical Leave during the seven years immediately preceding any application.
4. Each applicant must agree to return to service in the Armada Area School District immediately upon termination of Sabbatical Leave, and to continue in such service for a period of two years, unless physical disability makes this impossible or there is mutual agreement to the contrary.
5. Applicants desiring Sabbatical Leave commencing in September shall file a formal application for Sabbatical Leave with the Superintendent of Schools at his office not later than the last work week of the first trimester.
6. The application shall be accompanied by plans for the use of the Sabbatical Leave, evidence that the applicant has been accepted into a graduate program and an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be necessary as determined by the Committee for Sabbatical Leave.
7. The Committee for Sabbatical Leave shall consist of an elementary and a secondary administrator appointed by the Superintendent and a teacher appointed by the A.E.A., and the A.E.A. President. The Committee shall be chaired by the Superintendent. All will have an equal vote.
8. Consideration shall be given to:
  - a. Assured eligibility
  - b. The proposed leave's potential for contributing to the applicant's professional growth.
  - c. The applicant's prior contribution to the Armada Area Schools and potential for future leadership.
  - d. Any other pertinent factors as established by the Committee.
9. In establishing Sabbatical Leave, the Board of Education may grant Sabbatical Leave to one teacher per year as recommended by the Committee for Sabbatical Leave.
10. While on Sabbatical Leave, a teacher shall receive a salary of \$100.00 per week to be paid on regular payroll dates, PROVIDED, HOWEVER, that the teacher shall be actively engaged in the actual activity or activities for which said leave was granted for the period of leave hereinafter set forth.
11. A teacher shall receive the insurance and retirement fringe benefits as provided for teachers by the Board of Education.
12. The teacher is responsible to notify the Business Office of his address while he is on leave.
13. Should the teacher fail to complete the Sabbatical Leave, have the leave terminated, or fail to return to the system for the required period of service following the Sabbatical Leave, said teacher shall immediately refund all salary and cost of fringe benefits to the school.

14. Sabbatical Leave may not exceed a full school year.
15. A teacher on Sabbatical Leave may not deviate from his approval plan except with the written permission of the Committee.
16. Sabbatical Leave will be automatically terminated should the grantee be placed upon a probationary academic status by his college or university.
17. Any falsification of information by the teacher in application or other reports required as a part of Sabbatical Leave may subject the leave to termination upon recommendation by the Committee for Sabbatical Leave.
18. Upon return from sabbatical leave, the teacher shall be advanced on the salary schedule as though he had been employed as a teacher during the period of leave; he shall be restored to his former position, or to a position of at least a comparable nature for which he is certified. When returning, a teacher shall retain previous accumulative days prior to the leave/layoff.

#### **ARTICLE XIV - PROFESSIONAL COMPENSATION**

1. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
2. A newly employed teacher may be placed at any step on the salary schedule. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of her/his teaching or related experience, but may be placed on the salary schedule at any Step up to her/his years of experience.
3. A teacher returning to the system after a break in services of one (1) year or more, excluding approved leaves of absence, may be placed at any step on the salary schedule up to his teaching or related experience.
4. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule, and said teacher shall have no grievance or legal recourse regarding such placement.
5. Class advisors will be assigned by mutual consent of the teacher and administration on a rotation basis.
6. Masters of Arts/Science Degrees earned must be from the list below and be from a Michigan Department of Education approved provider or approved by administration prior to beginning work on the degree in order for the teacher to earn lane advancement for the degree on the salary schedule. Master of Arts/Science Degrees earned through the American College of Education will not earn lane advancement for the degree on the salary schedule.

Counseling; English; History; Mathematics; Educational Leadership; Educational Administration; Teacher Leadership; Biology; Chemistry; Computer Science; Physics' Curriculum and Teaching; Educational Research and Theory; Instructional Technology and E-Learning; Special Education' ESL; Early Childhood.

Degree lane changes will be paid per trimester as long as notification of the degree is provided by September 1 for Trimester 1, January 1 for Trimester 2, and March 1 for Trimester 3. A letter from the university is sufficient to begin the process, but official transcripts must be received by the business office within 6 weeks of degree completion. For Trimester 2, the increase will be received the pay period following district receipt of the letter.

- 7. Teachers involved in voluntary extra duty assignments as set forth in Schedule B, which is attached and incorporated in this agreement, shall be compensated in accordance with the provisions of this agreement without deviation.
- 8. Teachers required in the course of their work to drive personal automobiles on school business which has been approved by the Board or its agent shall be paid a car allowance equivalent to the current IRS mileage rate. When a Board owned vehicle is available, no mileage is paid. Requests for reimbursement shall be made monthly. Mileage between buildings will be reimbursed when teachers have to make more than one trip per day to that building.
- 9. Teachers are paid on the basis of 180 duty days. Deductions for days lost or for a partial year's service shall be determined on the basis of 1/180th of the annual salary. The hourly rate will be determined by dividing the daily rate by 7 hours and 11 minutes.
- 10. Full-time teachers substituting during their preparation period shall be paid \$25.
- 11. Secondary teachers who are requested to accept permanent or continuing additional classroom assignment, in lieu of a preparation period, shall receive a portion of their regular salary pro-rated for the duration of the assignment equal to the ratio the preparation period bears to the total number of class periods per day.
- 12. The Board will provide to the bargaining members the following MESSA Pak Insurance for the full twelve month period for the bargaining unit member and his/her family.

SPECIFICATIONS:

Plan A

MESSA HSA ABC Plan (effective January 1, 2020)

Deductible (single) \$1,400

Deductible (two person/full family) \$2,800

Employees who start in the middle of the year, the Board will contribute a pro-rata share of half of the deductible based on the calendar year.

Dental Plan	80/80/60, \$1,000
Negotiated Life	\$50,000 AD & D
Vision	VSP-3 Gold

Plan B (For Employees not needing Health Insurance):

Dental Plan	80/80/60, \$1,000
Negotiated Life	\$60,000 AD & D
Vision	VSP-3 Gold
Long-Term Disability	70% Same as above

The Board will fund a portion of the deductible each January based on the agreed upon schedule.

The District's total cost of insurance will be the sum of the full premium and the full deductible. The district will pay 80% of the premium and the teacher will pay 20% of the premium. There shall be no other deductions from teacher pay for insurance costs other than the aforementioned 20% premium cost and voluntary, teacher elected contributions.

Teachers shall be responsible for no more than fifty percent (50%) of the total deductible. District funding shall result in no less than fifty percent (50%) of the total deductible (i.e., a total funding of \$1400, full family/two person, and \$700, single, for the 2021-2022 school year).

13. The insurance coverage described shall begin in September of each year and continue for a full twelve (12) month period for all employees who have completed the school year.
14. In the event an employee does not select group medical insurance, they shall select a cash payment of twenty-two hundred dollars (\$2,200.00). If an employee goes on an unpaid leave or terminates their employment during the contract year, then the cash payment shall be prorated based upon the number of days worked versus the number of days in the contract year.
  - a. The payment shall be made on or before June 30th of the contract year and shall be treated as taxable income if so dictated by law.
  - b. All costs for the establishment of and administration of the program will be borne by the employer. The District shall provide all technical support services necessary to fully implement a Section #125 program plan in accordance with IRS Section #125 requirements. In the event the District errs in the administration of the program, the District will be held responsible for the error. Any employee's FICA, Medicare, Federal, State and local taxes applicable to the cash payment received by an employee are the responsibility of the employee.
  - c. The terms and conditions covering the cash payment shall be in compliance with Federal and State tax laws.
  - d. The election to participate in the cash payment shall be made in September of each contract year. The program shall become effective on October 1 of each year.
  - e. The monies may be taken:
    - i. as a cash payout;
    - ii. be placed in a TSA of the teacher's choice, unless said teacher is already contributing the maximum amount allowed by law in which case the money shall be taken as cash.
  - f. The funds and program as provided above shall not hinder any employee from also participating in any other pay reduction plan.
  - g. All conditions set forth in the Master Agreement dealing with the termination of fringe benefits will apply to the option/annuity plan.

- 15. Upon completion of the 15th year of teaching service in the Armada Area School District, the following longevity payment plan will be instituted:
  - i. After 15 years - an additional \$ 800 above salary
  - ii. After 20 years - an additional \$1,300 above salary
  - iii. After 25 years - an additional \$1,600 above salary

Longevity will be included in the 26 pay periods.

- 16. In the matter of compensation for summer curriculum K-12 projects, the Board agrees to pay the contractual rate of \$25.00 per hour for all projects approved by the Superintendent with an understanding of hours to be granted. Pay will be approved after an appropriate listing of staff and hours are approved for payment through the payroll office.

**ARTICLE XV - PROFESSIONAL COMPENSATION - PART TIME**

- 1. For the purpose of computing salary and fringe benefits the Board shall use the following formula:

$$\frac{\text{Number of minutes taught} + \% \text{ lunch} + \% \text{ preparation}}{7 \text{ hours and } 11 \text{ minutes (431 minutes)}}$$

EXAMPLE: 1 class period = .167 based on six teaching periods.

- 2. The fringe benefits of part-time teachers shall be such that all part time teachers receive MESSA PAK Plan B. Employees working at least .5 FTE may elect health insurance and the Employer will pay a pro-rata share of the Employer contribution to health premiums. (For example, the Employer will pay no less than the amount necessary to result in the employee being responsible for no more than fifty percent (50%) of the total health premium.
- 3. The cash in lieu of insurance described in Article XIV in paragraph 14 shall not be available for part time teachers.
- 4. If part-time teachers are required by administration to attend an at-work in-service that will extend their day to a full working day, they will receive compensation for the day equivalent to a full day of work or receive the equivalent hours of comp time.
- 5. At the start of the work year, part-time teachers will be notified of the length of their workday, including the starting and ending times and program as provided above shall not hinder any employee from also participating in any other pay reduction plan.

**ARTICLE XVI - PROFESSIONAL DEVELOPMENT**

The administration and association will agree on 2 tasks per year, one by MLK day and one by the last day of school. Each task can be expected to be completed for at most 2 different classes at the secondary level or 2 subject areas at the elementary level.

District Professional Development days will be used to provide additional training on these district tasks and may not include time to work on the tasks.



Staff meetings will be used to work on building level concerns.

Half day PLC meetings will be used to work on the mutually agreed upon tasks. Should those tasks be completed early, the half day PLC meetings will be used to work on the PLC questions:

1. What do we want all students to know and be able to do?
2. How will we know if they learn it?
3. How will we respond when some students do not learn?
4. How will we extend the learning for students who are already proficient?

For example, the activities on these days will include data analysis, reviewing student progress, and common assessment review. Note: There may be exceptions to these guidelines for emergency situations such as those involving emergencies, safety issues, etc.

If you are having difficulty or believe that you will be unable to complete the agreed upon task by the required date, you must meet with your administrator to develop a plan to complete the task by the required date or agree upon an extension. Failure to complete the agreed upon task by the required dates may result in disciplinary action.

## **ARTICLE XVII - SECONDARY SCHEDULING COMMITTEE**

A Secondary Scheduling Committee, to determine the secondary bell schedule for the 2021-2022 school year, shall be mutually selected by the Administration and the Association. The Committee shall be composed of up to three (3) secondary teachers, including the Armada Education Association president and up to three (3) administrators. All recommendations of the committee shall be mutually agreed upon by the District and the Association. Both parties agree that the intent of the secondary scheduling Committee shall not be to circumvent the Master Agreement. If the District and the Association are unable to mutually agree upon an alternate secondary bell schedule for the 2021-2022 school year, the 2019-2020 secondary bell schedule will be in place for the 2021-2022 school year. This committee shall reconvene if necessary, to determine the secondary schedule for the 2022-2023 and 2023-2024 school years.

## **ARTICLE XIII - OUTBREAK, EPIDEMIC, PANDEMIC LANGUAGE**

If a teacher is exhibiting symptoms, is required to quarantine, or tests positive for COVID-19 (or any other outbreak, epidemic, or pandemic as defined by the County Health Department, State Health Department, or Center for Disease Control) the following language shall apply:

- The district will follow all guidelines established by the State and County Health Departments.
- The district may ask or require an employee to show proof of receipt of the COVID-19 vaccination.
- If a teacher is subject to quarantine/isolation and it is determined that the teacher's quarantine/isolation is due to a school-related exposure or if the point of exposure cannot be determined, the teacher's absence shall not be deducted from the teacher's PTO day total when documentation of testing, within 48 hours, is provided. Once

testing is completed, County Health Department guidelines will be followed as to the need for and/or length of the quarantine. The teacher may have daily teaching responsibilities from the teacher's quarantine location unless the teacher is not well enough to complete those duties.

- If a teacher is exhibiting symptoms of COVID-19, as determined by the daily required health screening, and is required to quarantine/isolate, he/she shall not have those days deducted from their PTO day total when documentation of a positive test, within 48 hours, is provided. For a negative test, County Health Department guidelines will be followed as to the need for and/ length of quarantine. The teacher may have daily teaching responsibilities from the teacher's quarantine location unless the teacher is not well enough to complete those duties.
- If a teacher is required to quarantine, due to an identified case of COVID-19 outside of the school environment, the teacher shall use his/her own PTO leave. The teacher will not have teaching responsibilities while using their own PTO leave.
- If a teacher tests positive for COVID-19 and it is determined that it is due to a school-related exposure or if the point of exposure cannot be determined, he/she shall not have any PTO days deducted from their PTO day total when documentation of a positive test, within 48 hours, is provided. If a teacher is asymptomatic, they may have daily teaching responsibilities from their quarantine location. If a teacher is not well enough to teach, they will not have teaching responsibilities.
- District paid days will be "Paid Administrative Leave Days".
- Should virtual instruction be necessary and/or required beyond the 2020-2021 school year, the parties shall mutually agree upon a Letter of Understanding that includes the terms and conditions for virtual instruction and contains, at a minimum, language on the following:
  - Teaching Load and Schedule
  - PD
  - Working Conditions
  - Student Conduct
  - Student Contact
  - Parent Contact

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

1. A grievance is a claim or complaint by a bargaining unit member or group of bargaining unit members of the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
2. **Procedure: LEVEL ONE:** In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. The grievance must be discussed with the principal within five school days of the violation misinterpretation or misapplication, or within five (5) school days of the discovery thereof, but no later than twenty (20) days of the alleged

occurrence.

3. **LEVEL TWO:** If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on a form which shall be available from the Association representative in his building. A copy of the completed grievance form shall be delivered to the principal within five (5) school days of the response at Level One. The principal shall indicate his disposition of the grievance in writing within five (5) school days and shall furnish a copy thereof to the Association.
4. **LEVEL THREE:** If the Association is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the Superintendent within five (5) school days. Within five (5) school days the Superintendent or his designee shall meet with the Association representatives on the grievance and shall indicate his disposition of the grievance, in writing within ten (10) school days of such meeting and shall furnish a copy to the Association within that time limit.
5. **LEVEL FOUR:** If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within twenty (20) school days from the receipt by the Association of the Superintendent's response. Only the Association may take a grievance to arbitration. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment may be entered in any court of competent jurisdiction.
6. The fees and expenses of the arbitrator shall be shared equally by the parties.
7. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
8. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as is possible.
9. For the purpose of assisting a teacher or the Association, in the prosecution or defense of any contractual, administrative, or legal proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel file. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.
10. The Board agrees to make available information requested by the Association which is necessary to process any grievance.
11. Failure of the grievant or the Association to appeal in writing any determination at any level

within the appropriate time frame shall be deemed to be incontestable evidence that the grievance has been settled satisfactorily. Lack of written response within the written time limits at Level Two and Three by the Administration shall allow the Association to move the grievance to the next level.

12. All steps will be followed. During the superintendent's absence, he will designate someone to act on grievances. Class action can be filed with one principal, but all steps must be followed.
13. Paid leave shall be provided to any employee of the district who is called to testify at an arbitration hearing.

## **ARTICLE XX - STRIKES**

1. For the duration of the Master Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of educational activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason, and no officer or representative of the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

## **ARTICLE XXI - NEGOTIATION PROCEDURES**

1. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
2. Copies of this Agreement shall be printed at the expense of the Association and Board and presented to all teachers now employed or hereafter employed by the Board.
3. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### Article XXII - DURATION OF AGREEMENT


1. The terms and conditions of this agreement shall be in full force and effect from the first day of September 2021 and shall continue in full force and effect until the 31st day of August 2024.

IN WITNESS WHEREOF:


The parties hereto have executed this Agreement by their duly authorized representatives on the 20th day of July, 2021.

Armada Education Association

 President/Chief Negotiator

 Secretary

Armada Board of Education

 Superintendent

 Board President

### SALARY SCHEDULE

STEP	BA	BA15	MA	MA15	MA30	PHD
1	\$ 38,000	\$ 39,000	\$ 41,000	\$ 43,000	\$ 45,000	\$ 47,000
2	\$ 39,710	\$ 40,755	\$ 42,845	\$ 44,935	\$ 47,025	\$ 49,115
3	\$ 41,497	\$ 42,589	\$ 44,773	\$ 46,957	\$ 49,141	\$ 51,325
4	\$ 43,364	\$ 44,505	\$ 46,788	\$ 49,070	\$ 51,352	\$ 53,635
5	\$ 45,316	\$ 46,508	\$ 48,893	\$ 51,278	\$ 53,663	\$ 56,048
6	\$ 47,355	\$ 48,601	\$ 51,093	\$ 53,586	\$ 56,078	\$ 58,571
7	\$ 49,486	\$ 50,788	\$ 53,393	\$ 55,997	\$ 58,602	\$ 61,206
8	\$ 51,713	\$ 53,074	\$ 55,795	\$ 58,517	\$ 61,239	\$ 63,961
9	\$ 54,040	\$ 55,462	\$ 58,306	\$ 61,150	\$ 63,995	\$ 66,839
10	\$ 56,472	\$ 57,958	\$ 60,930	\$ 63,902	\$ 66,874	\$ 69,846
11	\$ 59,013	\$ 60,566	\$ 63,672	\$ 66,778	\$ 69,884	\$ 72,990
12	\$ 61,668	\$ 63,291	\$ 66,537	\$ 69,783	\$ 73,028	\$ 76,274
13	\$ 64,443	\$ 66,139	\$ 69,531	\$ 72,923	\$ 76,315	\$ 79,706
14	\$ 67,343	\$ 69,116	\$ 72,660	\$ 76,204	\$ 79,749	\$ 83,293
15	\$ 70,374	\$ 72,226	\$ 75,930	\$ 79,634	\$ 83,338	\$ 87,041
16a	\$ 71,430	\$ 73,309	\$ 77,069	\$ 80,828	\$ 84,588	\$ 88,347
16b	\$ 72,485	\$ 74,393	\$ 78,208	\$ 82,023	\$ 85,838	\$ 89,653
16c	\$ 73,541	\$ 75,476	\$ 79,347	\$ 83,217	\$ 87,088	\$ 90,958
No teacher will be placed on Step 1 after the effective date of this contract.						
Top step teachers will be at Step 16a in 2021-22						
Top step teachers will be at Step 16b in 2022-23						
Top step teachers will be at Step 16c in 2023-24						

**ARMADA AREA SCHOOLS  
SCHEDULE B - EXTRA DUTY**

SPORTS		NON-SPORTS/CLUBS	
<b>Football</b>			
Varsity	10%	<b>Band</b> High School Director High School Assistant Flag Corps Coach Middle School Director	10% 7% 4% 5%
Assistant	9%	<b>Play (per play)</b>	4%
J.V.	9%	<b>Class Advisors</b>	
J.V. Assistant	8%	Senior (2)	4%
Freshman	8%	Junior (2)	3%
Freshman Assistant	6%	Sophomores (1)	2.5%
Seventh & Eighth	6%	Freshman (1)	2.5%
Seventh & Eighth Assistant	4%	Eighth (1)	2.5%
<b>Basketball</b>		Seventh (1)	2.5%
Varsity	10%	Sixth (1)	2.5%
J.V.	9%		
Freshman	8%	<b>Yearbook</b>	
8th	6%	High School	5%
7th	6%	Middle School	4%
<b>Volleyball</b>		Elementary	3%
Varsity	10%	<b>Chorus</b>	
		High School	5%
		Middle School	4%
		Elementary	2%
J.V.	9%	<b>Student Council</b>	
Freshman	8%	High School Middle School Elementary	4% 4% 2.5%
Eighth	6%	<b>National Honor Society - H.S.</b>	3%
Seventh	6%	<b>Project Pride/VIP - M.S.</b>	\$25/hour Max pay =3% of BA1
<b>Baseball</b>		<b>SCADDS - M.S.</b>	\$25/hour Max pay=3% of BA1
Varsity	9%	<b>SADD - H.S.</b>	\$25/hour Max pay=3% of BA1
J.V.	8%	<b>Maturation Teacher - Elem.</b>	3%
		<b>B.O.E.C/D.E.C.A - H.S.</b>	\$25/hour Max pay=4%ofBA1
<b>Track</b>		Building Department Chairs	\$25/hour Max pay=4%of BA1
Varsity	9%	4 per Building (HS, MS, Early EL, Later EL)	
Assistant (1only)	7%	<b>Hours worked approved by admin.</b>	
<b>Track</b>		Clubs	\$14/hour Max pay=2% of BA1
Middle School	6%	Maximum of 6 per level (Early EI, Later EI,	

Assistant (1 only)	4%	MS, HS) Minimum of 20 Hours Hours worked approved by Building Administration	
<b>Tennis</b> Varsity JV	8% 6%	Elem. Safety Sponsor Early (1) Later (1)	2% 2%
<b>Cross Country</b> High School Middle School	8% 6%	<b>School Improvement Chairs</b> High School (1) Middle School (1) Elementary (1)	6%
<b>Wrestling</b> High School	10%	<b>Science Olympiad Coach</b> <b>Power lifting</b>	3% 8%
High School JV	9%		
Wrestling Middle School	6%	<b>HS Robotics Coach</b>	4%
<b>Soccer</b>	9%	<b>Building Tech. Facilitator</b>	3%
Girls Softball Varsity JV	9% 8%	<b>BPA Advisor</b> <b>HOSA Advisor</b>	4% 4%
<b>Golf</b>	8%	<b>National Board Certification</b>	\$1400 per year (beginning 2018/19)
<b>Cheerleading</b>		<b>Concurrent/Dual Enrollment</b>	\$300 per class (regardless of # of sections)
Varsity (Football, Basketball, Competitive)	8%		
J.V. (Football, Basketball)	6%		
Freshman (Football, Basketball)	6%		
Eighth (Football, Basketball)	6%		
Seventh (Football, Basketball)	6%		
<b>Athletic Director – High School</b>	11%		
<b>Athletic Director – Middle School</b>	7%		
<b>Varsity Bowling</b>	6%		

- A. The percentages above will be multiplied by MA Schedule with step placement determined by the teacher's years of experience in the activity to determine activity salaries.
- B. Beginning with the 2021-2022 school year, teachers on staff in Schedule B positions will move one half (1/2) step on the MA schedule every year on the MA schedule for time spent within the same program/sport.
- C. All appointments on Schedule B shall be subject to the approval of the Superintendent.
- D. Payment for any extra duty on Schedule B shall be made upon successful completion of the activity. All new positions or openings within Schedule B will be posted in every building for seven (7) work days before being filled.
- E. Approval for a new activity on this schedule must be obtained from the Superintendent. The Association will make application to the Superintendent seeking such approval.
- F. Supplemental contracts must be complete prior to commencing activities.
- G. Supplemental contract forms must be submitted, prior to receiving stipends, no later than the last day of school.



## 2021-22 CALENDAR

2021-22 Armada Area Schools Calendar																							
August 2021							September 2021							October 2021									
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
										1	2	3	4	A						1	2		
1	2	3	4	5	6	7	5	6	7	8	9	10	11	A	3	4	5	6	7	8	9	A	
8	9	10	11	12	13	14	12	13	14	15	16	17	18	B	10	11	12	13	14	15	16	B	
15	16	17	18	19	20	21	19	20	21	22	23	24	25	B	17	18	19	20	21	22	23	B	
22	23	24	25	26	27	28	26	27	28	29	30			A	24	25	26	27	28	29	30	A	
29	30	31					A								31								
November 2021							December 2021							January 2022									
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
	1	2	3	4	5	6	A				1	2	3	4	A							1	
7	8	9	10	11	12	13	B	5	6	7	8	9	10	11	A	2	3	4	5	6	7	8	B
14	15	16	17	18	19	20	B	12	13	14	15	16	17	18	B	9	10	11	12	13	14	15	A
21	22	23	24	25	26	27		19	20	21	22	23	24	25	B	16	17	18	19	20	21	22	A
28	29	30					A	26	27	28	29	30	31		23	24	25	26	27	28	29	B	
															30	31						B	
February 2022							March 2022							April 2022									
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
		1	2	3	4	5	B			1	2	3	4	5	B						1	2	
6	7	8	9	10	11	12	A	6	7	8	9	10	11	12	A	3	4	5	6	7	8	9	
13	14	15	16	17	18	19	A	13	14	15	16	17	18	19	A	10	11	12	13	14	15	16	A
20	21	22	23	24	25	26	B	20	21	22	23	24	25	26	B	17	18	19	20	21	22	23	A
27	28							27	28	29	30	31			B	24	25	26	27	28	29	30	B
May 2022							June 2022							July 2022									
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1	2	3	4	5	6	7	B				1	2	3	4	B						1	2	
8	9	10	11	12	13	14	A	5	6	7	8	9	10	11		3	4	5	6	7	8	9	
15	16	17	18	19	20	21	A	12	13	14	15	16	17	18		10	11	12	13	14	15	16	
22	23	24	25	26	27	28	B	19	20	21	22	23	24	25		17	18	19	20	21	22	23	
29	30	31						26	27	28	29	30				24	25	26	27	28	29	30	
																31							
PD		7	PLC		8	T1	T2	T3															
Exam		6	57	60	56	173																	
Full Days		159																					
		180	Total Teacher Days																				

**2022-23 CALENDAR (Half Days subject to change)**

2022-23 Armada Area Schools Calendar																				
August 2022							September 2022							October 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
											1	2	3							1
	1	2	3	4	5	6	4	5	6	7	8	9	10	2	3	4	5	6	7	8
7	8	9	10	11	12	13	11	12	13	14	15	16	17	9	10	11	12	13	14	15
14	15	16	17	18	19	20	18	19	20	21	22	23	24	16	17	18	19	20	21	22
21	22	23	24	25	26	27	25	26	27	28	29	30		23	24	25	26	27	28	29
28	29	30	31											30	31					
November 2022							December 2022							January 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30	31				
February 2023							March 2023							April 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4							1
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
May 2023							June 2023							July 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

2023-24 CALENDAR (Half Days subject to change)

**2023-24 Armada Area Schools Calendar**

August 2023							September 2023							October 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	1	2	3	4	5	6	7
13	14	15	16	17	18	19	10	11	12	13	14	15	16	8	9	10	11	12	13	14
20	21	22	23	24	25	26	17	18	19	20	21	22	23	15	16	17	18	19	20	21
27	28	29	30	31			24	25	26	27	28	29	30	22	23	24	25	26	27	28
														29	30	31				

November 2023							December 2023							January 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
							31													

February 2024							March 2024							April 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3						1	2		1	2	3	4	5	6
4	5	6	7	8	9	10	3	4	5	6	7	8	9	7	8	9	10	11	12	13
11	12	13	14	15	16	17	10	11	12	13	14	15	16	14	15	16	17	18	19	20
18	19	20	21	22	23	24	17	18	19	20	21	22	23	21	22	23	24	25	26	27
25	26	27	28	29			24	25	26	27	28	29	30	28	29	30				
							31													

May 2024							June 2024							July 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

## **WAGE/HEALTH CONTROL LANGUAGE**

### National Health Insurance Severability Clause

If a national health insurance program is instituted by action of Congress or any governmental agency during the life of this agreement, the parties hereto shall meet to renegotiate this Article.

### Wage and Benefits Control Savings Clause

If any salary/wage or benefits provisions of this Agreement is nullified by an action or any governmental agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.

## **SNOW DAY LANGUAGE**

1. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required by law so as to qualify the Employer for full state aid, the days will be rescheduled at the end of the school year.
2. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.
3. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, or health conditions, it is agreed that the following school closing provision shall become immediately effective.
4. When conditions not within the control of school authorities (such as, but not limited to, severe storms, fires, or health conditions) result in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty and shall not be required to perform any duties without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled. Should state law change to disallow snow days or require virtual instruction on snow days, teachers will be required to provide instruction accordingly.

## LETTER OF AGREEMENT

Between Armada Area Schools and

MEA/NEA LOCAL 1, Armada Education Association

The parties agree that immediately upon ratification, this Letter of Agreement is in effect until August 31, 2023.

### ARTICLE V - ASSOCIATION DUES, SERVICE FEE AND PAYROLL DEDUCTIONS

1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
2. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedures set forth in this Agreement.
3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
4. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formerly known as "NEA-PAC") contributions or any other programs jointly approved by the Association and

Employer. *When authorized by the individual teacher, a designated sum may be deducted and remitted to: The Macomb Schools and Government Credit Union, health insurance companies named in this agreement, and one of the Board approved tax-sheltered annuity programs. Additional companies and programs may be added by mutual consent of the Association and Board.*

5. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February).

Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.

6. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own legal counsel provided:

- a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the Employer's compliance with this Article V, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

Cheryl Murray 8/20/13  
For District  
Date:

Janelle  
For AEA  
Date:

Fray J. Stabilein-Brooks  
For MEA/NEA Local 1  
Date:

## APPENDIX A – Public Act 103 Items

**All of the following language in this Appendix applies only to those bargaining unit members who are in positions which do not require certification and which are not regulated by the Michigan Teacher Tenure Act.**

### ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

15. No teacher shall be reprimanded, disciplined, discharged, reduced in compensation or denied any professional advantage without the guarantee of due process and just cause.
17. If a teacher is to be discharged because of incompetence, said discharge shall be preceded by but not limited to:
  - 17a. Two (2) observations as described in Article VI.
  - 17b. Direction to the teacher that substantial improvement must occur and the subsequent consequences if substantial improvement does not take place.
  - 17c. Reasonable opportunity for the teacher to make improvements.
  - 17d. Assistance from administrators and other resources to help the teacher improve.
  - 17e. The Board of Education shall follow the procedures described in Article VI and any other applicable sections of the Master Agreement as well as the Michigan Teacher Tenure Act as amended in 1993.

### ARTICLE VI - TEACHER EVALUATION

1. The work performance of all teachers shall be evaluated in writing. The membership will be informed of the specific criteria on which they will be evaluated. This means that there shall be a pre-evaluation meeting at which time the teacher shall be notified of the criteria that will be used to evaluate him/her.
2. A teacher's work will be evaluated by either the building principal, assistant principal or immediate supervisor. Special Education teachers will be evaluated by the Special Education Director in collaboration with the building principal. Teachers who travel between two buildings will be evaluated by the administrator of the building where the preponderance of the teacher's duty time exists.
3. As per the amended Teacher Tenure Act of 1993, a meeting shall be held with the appropriate administrator, the first - year probationary teacher, and the mentor teacher. This meeting shall take place within thirty (30) calendar days of each first - year probationary teacher's first day of work. The purpose of the meeting is to discuss the goal and expectation plan for the year. A written goal and expectation plan shall be presented to the teacher and the president of the Association within seven (7) days of the meeting. The formal individualized development plan

(IDP) shall be created with input from the teacher and appropriate administrator, then finalized and presented in written form to the probationary teacher and the Association president prior to the end of the probationary teacher's first year.

4. Probationary teachers shall be observed at least two (2) times per year. Classroom observations shall be at least sixty (60) calendar days apart and shall be at least forty-five (45) consecutive minutes in length. Each year of the probationary period, probationary teachers shall be provided with an annual year end performance evaluation based on two (2) classroom observations and an evaluation progress report based on the employee's meeting of goals established in the written goal and expectation plan for the first year.
  - a. Evaluations for probationary teachers shall be submitted to the teacher prior to sixty (60) days before the end of the school year.
5. Tenured teachers and other continuing contract teachers shall be observed at least two (2) times during the evaluation year and be evaluated in writing at least once every three (3) years.
  - 5a. In order that each teacher may be aware of his/her strengths, as a part of his/her overall evaluation, a minimum of two (2) classroom observations will be conducted. Notification of the dates of two (2) such observations will be made five (5) working days in advance. Classroom observations shall be at least forty-five (45) consecutive minutes in length. Any evaluation shall be reviewed with the teacher, and a copy of the written evaluation presented to the teacher within ten (10) school days of the final classroom observation. Failure to meet this ten (10) school-day guideline negates this particular evaluation.
  - 5b. The written evaluation for all teachers shall include a statement of the improvement desired and a statement providing a reasonable period of time in which to attain the desired improvements, if any. Should the evaluation of a teacher prove unsatisfactory, the Association shall be made aware of that fact prior to the teacher's discussion with the administrator to review the evaluation.
  - 5c. If the evaluator deems the evaluation to be unsatisfactory, it shall be so noted on the evaluation form, and the district shall, as per the amended Tenure Act, provide the teacher with an IDP. The IDP shall be developed in conjunction with the administration, the Association and the individual member. The IDP shall be created within ten (10) calendar days of the unsatisfactory evaluation. A written copy of the IDP created for any tenure teacher shall be given to the teacher.
  - 5d. If an IDP plan is in place for a tenure teacher, the subsequent evaluation conducted by the administrator shall assess the teacher's progress in meeting the goals identified in the IDP.
  - 5e. Evaluations will be submitted to the teacher by May 1.
6. At the conclusion of the stated time for attaining the desired improvements, a meeting shall be held with the teacher, principal and/or supervisor, and the Association representative to discuss the progress made. A statement will be added to the written evaluation concerning the progress.



President or designee, and delivered to the administrative staff within ten (10) work days of the request for the same. Failure of the Association to so prepare, sign, and deliver its recommendations shall constitute a waiver of the right to submit said recommendations as herein provided.

8. The failure of the Board to accept and/or place into effect any recommendations from the Association shall not constitute any basis for a grievance.
9. In the event it becomes necessary for the Board to curtail programs, including the establishment of partial-day sessions, and to reduce the professional staff in the school district, the order of reduction shall be:
  - 9a. Teachers with sub-standard certification will be laid off first, provided there are qualified, fully certificated teachers to replace and perform all the duties of the laid off teachers.
  - 9b. If reduction is still necessary, then probationary teachers will be laid off, according to qualifications and seniority, provided there are qualified, fully certificated teachers to replace and perform all duties of the laid off teachers.
  - 9c. If reduction is still necessary, then tenured teachers will be laid off according to qualifications and seniority.
  - 9d. For the purposes of this article, North Central qualifications are required in addition to state certification.
10. If, after a reduction of teachers as outlined above, there are teaching positions that become vacant, laid off teachers who are qualified (9a-d) shall be recalled in the reverse order of layoff. The Board shall give written notice of the recall from layoff by sending a registered letter or telegram to said teacher at his last known address. At the same time, the Board shall further notify the Association of the recall. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher.
14. Changes in a teacher's certification while on layoff will enable that teacher to be recalled for the first vacancy where that teacher is now qualified. It will be the responsibility of said teacher to inform the Board of any changes in certification. All teachers subject to layoff for the following school year shall not lose, over the summer months, their fringe benefits or salary afforded them under the terms of this Agreement and individual employment contracts.
16. A laid-off teacher shall retain recall rights following layoff for a period of three (3) years or a length of time equal to his/her seniority at the time of lay-off, whichever is greater.

## ARTICLE XII - PAID LEAVES OF ABSENCE AND DISABILITY INSURANCE

7. Upon return from sick leave of absence, not to exceed one (1) year, the teacher shall be assigned to the same position, if available, or a substantially equivalent position. If the leave extends beyond one year, the teacher will be assigned to the least senior position for which the teacher is certified and qualified.

ARTICLE XIII - UNPAID LEAVES

5. Upon written notice, the Board shall grant unpaid medical/maternity leaves. This leave will be granted without pay or fringe benefits and without experience credit and without sick leave, accumulation. Upon return from unpaid medical/maternity leave the employee shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to his benefits prior to said leave. Upon return from said leave the teacher shall be assigned to the same position, if available, or a substantially equivalent position.