

8/31/93

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1990 - 1993

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

and

THE ARMADA EDUCATION ASSOCIATION

MEA-NEA, LOCAL I

ARMADA AREA SCHOOLS

23550 Center Road

Armada, Michigan 48005

*Armada Area Schools*

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## AGREEMENT

This agreement entered into this September 1, 1990, 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 predominately 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 P.A. # 25 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 noncertified 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 teacher's organization other than the Association for the duration of this agreement.

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:
  - 1a. 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.
  - 1b. 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.

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 but includes personnel such as social workers and psychologists who also shall serve a two-year probationary period.

If discharge of a probationary teacher (including denial of tenure or placement on a third year of probation) is to be considered because of incompetence, one or more significant incidences, or for any other reason deemed reasonable by the administration. Such action shall be preceded by:

- A. Three classroom evaluations as described in Article VI.
  - B. Direction to the teacher that substantial improvement must occur and the subsequent consequences if substantial improvement does not take place.
  - C. Reasonable opportunity for the teacher to make improvements.
  - D. Assistance from administrators and other resources to help the teacher improve.
  - E. The Board of Education will schedule a meeting for the purpose of a concise presentation by the affected teacher.
- 1c. 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.
  - 1d. 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.
  - 1e. 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; 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 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 on 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 ten (10) 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, 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.
4. The teacher in fulfilling his obligations shall deal justly and considerately with each student, and shall encourage the student to study varying points of view and respect his right to form his own judgment.
5. The authority and effectiveness of classroom control shall be primarily the teacher's responsibility. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. 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 and each teacher's lounge with Board and Administrative Policy.
7. Responsibility of the teacher includes but is not limited to:
  - 7a. Careful daily preparation of lessons, lectures, demonstrations, etc
  - 7b. Participation in building and district wide curriculum study;
  - 7c. Reasonable participation in public-oriented activities of the school such as: Open House, PTA meetings, public performances of children in plays, concerts, athletic activities, art and science fairs, etc;
  - 7d. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and furnishing essential reports and information required by Administrators;
  - 7e. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hour impossible;
  - 7f. Reserving Tuesdays 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;
  - 7g. Each member of the Association shall receive a tuberculin test or chest X-ray as evidence of freedom from tuberculosis as prescribe by state law.
8. All referring and receiving teachers of students to be IEPC'd may participate in the IEPC process.
9. Each teacher shall have the right upon request to review the contents of his own personnel file 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 a teacher is requested to sign material placed in his file, such signature shall be understood to indicate his 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.

ARTICLE V - ASSOCIATION DUES, SERVICE FEE AND PAYROLL DEDUCTIONS

1. Proper negotiation and administration of collective bargaining agreements entail expense which should be shared by all who benefit from such agreements. To this end, should a teacher not join the Association, said teacher shall, as a condition of continued employment by the Board pay a maintenance of service fee equivalent to the local, state and national dues. Said fee shall be paid to the Association treasurer.
2. In the event the fee shall not be paid within sixty (60) days of the commencement of employment of the teacher and upon receiving a signed statement from the Association and teacher indicating said teacher has failed to comply with this condition, said teacher shall be notified that his services shall be discontinued at the end of the school year.
3. However, if at the end of the school year the teacher so notified, shall then be engaged in any legal remedies contesting his discharge under this provision such teacher's services shall be terminated until such time as they have either obtained a final decision as to the validity or legality of said discharge, have ceased to pursue the legal remedy, or has terminated his services.
4. The Association will indemnify and hold harmless the Armada Area School District and assume and discharge the District's full and complete liability arising out of and in connection with any and/all litigation or proceedings, including attorney fees, costs, and judgments brought against the District by any employee or group of employees who has been discharged pursuant to this provision. The procedure in all cases of discharge for violation of the preceding paragraphs shall be as follows:
  - 4a. The Association shall notify the teacher of non-compliance by registered mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not affected.
5. If the teacher fails to comply, the Association shall file charges in writing with the Board and shall request termination of the teacher's employment. A registered letter from the Association's representative will state steps the Board of Education is to take in compliance with this termination.
6. Upon receipt of said charges and request for termination, the Board or the Michigan Education Association upon request of the Board shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to the charge, charges may be withdrawn.
7. Termination of services for non-compliance may be no later than the end of the current school year.

8. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article. The Association further agrees to indemnify the Board for any costs, back pay, or damage which may be assessed against the Board, as the result of said suit or action, subject however, to the following conditions:
  - 8a. The Association, after consultation with the Board, has the right to decide how to defend such action, or whether or not to appeal the decision of any court, or other tribunal regarding the validity of the section, or the defense which may be assessed against the Board by any court or tribunal.
  - 8b. The Association has the right to choose the legal counsel to defend any suit or action.
  - 8c. The Association shall have the right to compromise or settle any claim made against the Board under Article V, paragraphs 1-8.
  - 8d. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agent.
9. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the local Association, the Michigan Education Association, and the National Education Association. Such authorized sums shall be deducted from the regular salaries of teachers in twenty (20) equal deductions in accordance with the Continuing Membership Application and MEA-PAC and NEA-PAC Voluntary Contribution Form.
10. 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 four Board approved tax sheltered annuity programs.

#### ARTICLE VI - TEACHER EVALUATION

1. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be observed at least three times per year, tenured teachers and other continuing contract bargaining unit members shall be evaluated at least once per year. The membership will be informed on the specific criteria on which it will be evaluated.
2. The evaluation of the work of all teachers is a responsibility of the building principal or immediate supervisor.
3. In order that each teacher may be aware of his strengths, as a part of his overall evaluation, a minimum of one classroom observation will be conducted at a mutually agreed upon time. 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 classroom evaluation. Failure to meet this ten (10) school day guideline negates this particular evaluation.
4. The written evaluation will include a statement of the improvements desired and a statement providing a reasonable period of time in which to attain the desired improvements.
5. 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, if desired, to discuss the progress made. A statement will be added to the written evaluation concerning the progress.



6. At the conclusion of this meeting should the teacher still find disagreement with the evaluation, the teacher has the right to attach a statement to the evaluation and request one re-evaluation.
7. The third evaluation for probationary teachers shall be submitted to the teacher prior to sixty (60) school days before the end of the teaching year stating probable tenure recommendation.
8. Principal or supervisor's records or observations shall not be used in an evaluation unless referred to in the official evaluation or placed in the personnel file.
9. All procedures and rights in this article will apply to probationary as well as tenured teachers.

#### ARTICLE VII - 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 2 minutes, including lunch, preparation and class time.
3. Teachers shall have a 30 minute duty free uninterrupted lunch period.
4. Teachers shall receive unassigned preparation time as follows:
  - 4a. Middle School and High School: Consecutive time equal to one class period per day.
  - 4b. Elementary: 45 minutes daily, of which 30 minutes is consecutive.
5. The Administration will make every attempt to limit the number of secondary preparations to three or less.
6. Teacher pupil contact is as follows:
  - 6a. Elementary teachers will have 5 hours and 17 minutes of contact time.
  - 6b. Middle School teachers will have 5 hours and 15 minutes of contact time.
  - 6c. High School teachers will have 5 hours and 25 minutes of contact time.
7. High School and Middle School teachers shall be informed of a telephone number that they must call between 6:30 a.m. and 7:00 a.m. (Elementary 6:30 a.m. to 7:45 a.m.) to report unavailability for work and to call whenever possible before school is out that day to verify the succeeding day's availability.
8. 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.

#### ARTICLE VIII - TEACHING CONDITONS

1. The Board shall make available as soon as possible in each school adequate lunchroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished which shall be reserved as a faculty lounge in which smoking shall be permitted.
2. A vending machine for beverages may be installed in the teacher lounges 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, 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 or her 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.
7. Pursuant to this recognition, there is hereby established a Curriculum Articulation Committee, hereinafter referred to as "CAC", which shall consist of six (6) members, three (3) of which shall be selected by the Association from the teaching staff and three (3) of which shall be selected by the Administration.
8. The CAC shall meet at periodic intervals for the purpose of reviewing curriculum, suggesting inservice programs, and recommending the selection and use of educational tools. Administrators, teachers, Board members, and interested citizens are invited to attend all CAC meetings.
9. Any recommendation from the CAC to the Board shall be in writing and delivered to the Superintendent for presentation to the Board for its consideration, if any.
10. Both parties hereto agree that the CAC shall serve in an advisory capacity only and that failure of the Board to act upon and/or place any of its recommendations into effect shall not constitute the basis for a grievance.
11. Participation in any building or district school improvement committee is voluntary. Participation or non-participation on a building or district school improvement committee shall not be used as a criterion for evaluation or discipline.

A building or district school improvement committee decision shall not violate the collective bargaining agreement.

Membership of the district committee shall consist of at least six members, three (3) of which shall be selected by the Association from the teaching staff and three (3) of which shall be selected by the administration. At the district level, the Association president and the superintendent will mutually agree upon the teacher representatives.

Membership of the building committees shall consist of, but not be limited to, teachers and the building administrator. The administrator(s) and teachers will mutually agree to the composition and process for selecting the teacher representatives.

ARTICLE IX - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS/VACANCIES & TRANSFERS

1. Teachers shall not be assigned outside the scope of their teaching certificate in their major or minor field of study.
  - 1a. Paragraph 1 of Article IX recognizes that it may be necessary for a secondary teacher to teach one period a day out of his/her major or minor field. It is also understood that it is the responsibility of the administration to receive a temporary permit from the State to teach this class.
2. 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.
3. 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.
4. 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.
5. 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.
6. If two or more teachers request reassignment or transfer to the same vacant full time position, the selection will be made by the Superintendent. The criteria will be (1) seniority, (2) certification, and (3) professional background, in this order.
  - 6a. For the purposes of this Agreement, reassignment shall mean a change in department at the high school, within a department or grade at the middle school, or grade level at the elementary school, or within the Special Education Department.
  - 6b. A transfer shall mean a change between buildings.
  - 6c. Teachers affected by a change in grade or subject assignment will be notified as soon as practical before their reassignment or transfer.
7. 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:
  - 7a. No teacher shall be transferred involuntarily without good cause.
  - 7b. An involuntary transfer shall be made only after a meeting with the teacher involved, the principal, the superintendent, and the A.E.A. Local I representative at which time the teacher shall be notified in writing of the reasons for the transfer.
  - 7c. Notice of the involuntary transfer shall be given to the teacher involved immediately upon the decision to transfer.

8. Although reassignment, as described in paragraph 6 of Article IX, 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 (lower to upper elem.), or in the secondary levels from a major to a minor area.
9. 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 X - 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, sued as a result of disciplinary action taken against a student, it shall be promptly reported to the Board, 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.

#### ARTICLE XI - LAYOFF AND RECALL

1. Seniority is defined as the total length of service as a member of the bargaining unit in the district. Armada administrators employed prior to September 1, 1981, shall receive full credit on the seniority list for their teaching and administrative experience in the district.
  - 1a. Should two members have identical seniority dates, a flip of a coin will determine those members' places on the seniority list for the duration of this Agreement.
  - 1b. 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. Administrators covered in paragraph 1 of Article XI are exempt from this clause.
2. 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.



3. The Board of Education shall furnish the Association with an updated seniority list sixty (60) days after the beginning of each school year.
4. Layoff shall be defined as a necessary reduction in the work force, in addition to normal activities. When situations arise that require a layoff in staff, the Board of Education must first determine what the school program shall be.
5. Where possible the Board shall endeavor to give thirty (30) working days notice of layoff to the individual involved and in any event twenty (20) working days 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.
6. 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.
7. The administrative staff, in fulfilling its responsibilities, shall solicit recommendations from the Association. Any recommendation from the Association shall be in writing, signed by its 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, the following qualifications are required in addition to state certification:
    1. Senior High School: North Central Criteria
    2. Grades 7 & 8: a minimum of fourteen (14) semester hours in the specific area of assignment.

10. After a reduction of teachers, as outlined above, and 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.
11. 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 re-employment. Failure to respond shall result in termination of all employee rights.
12. 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 preceeding, 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.
13. The Board will advise the Association prior to any reduction in staff, as to whom 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 specific teachers: (1) 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.
14. Changes in a teacher's certification while on lay off shall not affect the teacher's status during the layoff period. All teachers subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under the terms of this Agreement and individual employment contracts.
15. 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/her layoff or leave of absence if the insurance policy allows this.

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

1. The Board of Education shall grant paid leave days up to thirty (30) calendar days per year. Such days may be used for:
  - 1a. Illness of employee
  - 1b. Emergency and critical illness within the immediate family. Immediate family is limited to spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, or other person permanently residing within the household.
2. Maximum of three (3) days for personal leave shall be granted for business which cannot be handled outside the school hours. Notice of said personal leave day or days shall be given to the building principal three (3) days prior to said leave day or days, except in emergency situations, PROVIDED HOWEVER, that no personal leave day or 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.

3. Two (2) additional personal days without restrictions of paragraph 1 shall be granted to a teacher the following year if that teacher does not use any of the thirty (30) paid leave days granted by the Board before LTD commences. If a teacher uses only one (1) paid leave day, the Board shall grant one (1) personal day without restriction. The teacher shall give one (1) day's notice to his/her principal.
4. The Board of Education shall carry an insurance policy which protect the income of the teacher for personal illness after the thirtieth (30th) day of absence as follows according to the rules and regulations of the insurance policy.
5. The Board of Education shall grant each teacher thirty (30) paid sick leave days per year. LTD shall pay 70% of the teachers' daily rate after the thirtieth (30th) day of absence.
6. Paid leave of absence may be granted as follows:
  - 6a. 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. One bereavement day shall be granted for an aunt or uncle if necessary.
  - 6b. 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.
  - 6c. 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.
  - 6d. Visitation at other schools, attending educational conferences, or conventions when approved by the Principal and/or Superintendent.
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.
8. Sick Leave Accumulated Frozen
  - 8a. Sick Leave which has been accumulated by each teacher through June 30, 1971, shall be frozen at that number of days. Upon retirement from Armada Area Schools under the Teachers Retirement Act each teacher shall receive a sum equal to one-half the accumulated sick days as of June 30, 1971, times their 1970-71 daily rate of pay exclusive of extra duty pay.
  - 8b. Sick leave which has been accumulated by each teacher through August 31, 1990 shall be frozen at that number of days.
9. Teachers may draw from their accumulated sick days, not to exceed five (5) days per year, for absence covered in paragraph 1 of Article XII which are in excess of the thirty (30) days granted in said section.
10. Said days shall be deducted from the accumulated sick days, thus reducing the total accumulated days eligible for payment upon retirement.

#### ARTICLE XIII - UNPAID LEAVES

1. Leave of Absence without pay may be granted at the discretion of the Board, upon application for the following purposes:

- 1a. Study related to the teacher's license field;
  - 1b. Study to meet eligibility requirements for a license, other than that held by the teacher;
  - 1c. Study, research, or special teaching assignment involving probable advantage to the school system;
  - 1d. Personal and/or family;
  - 1e. Military leaves;
  - 1f. Career alternatives;
  - 1g. Maternity/Medical.
- 1g-1. 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.
  - 1g-2. 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.
  - 1g-3. A teacher on medical/maternity leave must return to work as soon as he/she is physically able to fulfill his/her 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 Henry Ford Hospital, or Lapeer Hospital or at St. Joseph's Hospital for final determination in the matter which shall be binding on the parties.
  - 1g-4. 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. The examination by the Board's physician shall take place within seven (7) calendar days.
  - 1g-5. Upon written notice, the Board shall grant unpaid medical/maternity leaves. Such leaves shall be subject to the conditions set forth in paragraph 8 of Article XII. 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/her 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.
  - 1g-6. Any teacher granted said leave may make arrangements to continue at their expense hospitalization and life insurance coverage.



1h. 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 semester nor more than the next two semesters. 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/her intention to:
  - 2a. return from leave
  - 2b. request another leave, or
  - 2c. 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.

ARTICLE XIV - 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 or Continuing 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 semester.
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 principal 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:
  - 8a. Assured eligibility

- 8b. The proposed leave's potential for contributing to the applicant's professional growth.
- 8c. The applicant's prior contribution to the Armada Area Schools and potential for future leadership.
- 8d. Any other pertinent factors as established by the Committee.
- 9. In establishing Sabbatical Leave, the Board of Education may grant Sabbatical Leave to as many candidates as are recommended by the Committee for Sabbatical Leave but not to exceed one teacher per year.
- 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 teachers 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.

#### ARTICLE XV - 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.
- 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. 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.
7. 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 \$ .26 per mile or 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.
8. Teachers are paid on the basis of 184.5 duty days. Deductions for days lost or for a partial year's service shall be determined on the basis of 1/184.5th of the annual salary. The hourly rate will be determined by dividing the daily rate by 7 hours.
9. 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.
10. Full time teachers substituting during their preparation period shall be paid \$14.
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. In the 1990-1991 year, the Board will provide without cost 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 (For Employees Needing MESSA Health Insurance)

Super Care I  
 Long Term Disability 70%  
     \$3500 Maximum  
     30 Calendar Days, Modified Fill  
     No Freeze on Offsets  
     Alcohol/Drug & Mental/Nervous - Same as any other illness  
 Delta Dental Plan      80/80/60      \$1000  
 Negotiated Life        \$40,000 AD & D  
 Vision                   VSP-3

Plan B (For Employees not needing Health Insurance)

Delta Dental Plan      80/80/60      \$1000  
 Negotiated Life        \$45,000 AD & D  
 Vision                   VSP-3  
 Long Term Disability   70%  
                           Same as Above

13. For the 1991-92 and 1992-93 contract year, the Board may solicit quotes and select insurance carrier(s) that are equal to those offered in MESSA Pak. Equal shall be defined as being based on specifications found in MESSA Pak described above in paragraph 12 of the Master Agreement. The Board shall not use a self funding plan as a replacement for the MESSA Pak or any other insurance carrier.

14. The insurance coverage described herein 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.
15. Any person not selecting group medical insurance shall have eighty percent (80%) of the single subscriber health premium applied to one of the tax shelter annuity programs described in Article V, paragraph 10.
  - 15a. The annuity will be calculated from October 1 to September 30. This will be 80% of a single subscriber rate of Blue Cross Health Insurance. The dates are chosen to coincide with the current enrollment dates established by Blue Cross.
  - 15b. On or before June 30, the full year's payment will be made.
  - 15c. All conditions set forth in the Master Agreement dealing with termination of fringe benefits will apply to the option/annuity plan. (Article XV-15).
16. Upon completion of the 15th year of teaching service in the Armada Area School District, the following longevity payment plan will be instituted:
  - After 15 years - an additional \$ 700 above salary
  - After 20 years - an additional \$1,200 above salary
  - After 25 years - an additional \$1,500 above salary
- 16a. Longevity will be paid at the beginning of each semester as opposed to only the beginning of the year.

ARTICLE XVI - PROFESSIONAL COMPENSATION -- PART TIME

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

$$\frac{\text{Number of minutes taught} + \% \text{ lunch} + \% \text{ preparation}}{7 \text{ hours (420 minutes)}}$$

EXAMPLE: 1 class period = .165 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 or may elect to have the dollar equivalent based on the formula of time worked to be applied toward MESSA PAK Plan A. The teacher shall pay the remainder of the cost of Plan A.
3. The annuity described in Article XV in paragraph 15 shall not be available for part time teachers.
4. Those employees teaching part time prior to 1990-91 who continue as part time employees shall receive full time fringe benefits as described in Article XV.

ARTICLE XVII - 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.
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. 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. 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 five (5) school days of the time that it is made 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 concede the grievance.
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 any employee of the district who is called to testify at an arbitration hearing.

ARTICLE XVIII - 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 XIX - 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 X - DURATION OF AGREEMENT

1. The terms and conditions of this Agreement shall be in full force and effect, retroactively from the first day of September, 1990, and shall continue in full force and effect until the 31st day August, 1993.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement by their duly authorized representatives on the

\_\_\_\_\_ of \_\_\_\_\_, 1990

\_\_\_\_\_ of \_\_\_\_\_, 1990

ARMADA EDUCATION ASSOCIATION  
MEA-NEA, LOCAL I

ARMADA BOARD OF EDUCATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

JOINT COMMITTEE ON THE IMPROVEMENT OF INSTRUCTION

- A. A joint committee shall be established consisting of the Superintendent, the Association President, and other designated members. The purpose of this committee is to plan post-inservice 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.
- B. A teacher may earn up to a maximum of one percent (1%) each year for the duration of the contract on the appropriate step of the salary schedule by participating in appropriate inservice work as determined by the joint committee. Each eighteen (18) hours of approval work completed within the time frames established by the joint committee will qualify the teacher for an additional one half percent (.5%) of the appropriate step on the salary schedule to a maximum increase of one percent (1%). It is understood that said participation is to be outside of the regular school day.
- C. Participation in this committee is voluntary and will not be used as an evaluation tool.
- D. Nothing this committee does shall violate the Master Agreement.

LETTER OF AGREEMENT

A joint committee of the AEA-Local 1 and Armada Board of Education shall be established to develop and implement a job sharing program for Armada teachers for the 1991-92 school year. The committee shall finish its task by April 1, 1991.

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Michael LaBuhn  
President, AEA Local 1

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Elliot Burns  
Superintendent

LETTER OF AGREEMENT

The Armada Education Association (AEA Local 1) and Armada Board of Education agree to move teachers whose current salary step is equal to or less than .5 to .5 on the salary schedule beginning with the 1990-91 school year. Teachers whose current salary step is .6 to .9 will be moved to the next full step on the salary schedule beginning with the 1990-1991 school year.

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Michael LaBuhn  
President, AEA Local 1

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Elliot Burns  
Superintendent



LETTER OF AGREEMENT

The Board of Education shall pay the sum of twelve thousand dollars (\$12,000.) to any teacher who qualifies for retirement according to MSPERS and agrees to retire by September 30, 1990. It shall be the option of the teacher to receive this payment within thirty (30) days of retirement or between January 1st and January 31st of the next calendar year.

A committee shall be formed for the purpose of reviewing various retirement plans for implementation in the subsequent years of this contract. The committee shall reach its decision by December 1, 1990. If the committee cannot agree on any given plan, the sum of twelve thousand dollars (\$12,000.) will be paid to each teacher submitting a notice of retirement by August 1, 1991 or by August 1, 1992.

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Michael LaBuhn  
President, AEA Local 1

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Elliot Burns  
Superintendent

LETTER OF AGREEMENT

Should a medically fragile child enter the Armada Area Schools, the Board of Education and the Association will meet to discuss such ramifications.

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Michael LaBuhn  
President, AEA Local 1

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Elliot Burns  
Superintendent

LETTER OF AGREEMENT

The Armada Education Association and the Board of Education agreed 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 students.

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Michael LaBuhn  
President, AEA Local 1

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Elliot Burns  
Superintendent

LETTER OF AGREEMENT

This letter of Agreement between the Association and Armada Board of Education deals with compensation for summer curriculum K-12 projects.

The Board agrees to pay the contractual rate of \$14 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.

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Michael LaBuhn  
President, AEA Local 1

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Elliot Burns  
Superintendent

SCHEDULE A - 1990-91

<u>Step</u>	<u>BA</u>	<u>BA +15</u>	<u>MA</u>	<u>MA +15</u>	<u>Ed. Sp./ MA +30</u>	<u>PH.D/ ED.D</u>
1	21,987	22,867	24,186	25,285	26,386	27,485
2	23,414	24,351	25,756	26,926	28,097	29,267
3	24,823	25,816	27,305	28,546	29,788	31,029
4	26,311	27,364	28,943	30,258	31,574	32,889
5	27,885	29,001	30,674	32,068	33,463	34,856
6	29,286	30,457	32,214	33,679	35,143	36,607
7	30,747	31,976	33,821	35,359	36,896	38,433
8	32,285	33,576	35,513	37,127	38,741	40,356
9	33,901	35,258	37,291	38,987	40,682	42,377
10	35,803	37,329	39,980	41,863	43,746	45,629

This schedule is based on semester hours of work beyond the B.A. degree.

To qualify for higher educational levels of pay, an official transcript shall be provided to the Superintendent's Office accompanied by a letter requesting this change.

Movement to higher educational lanes will be granted also at semester.

Requests must be made by October 15 and March 15.

If an official transcript is not available at that time from the university, any other official document such as a grade card, will serve until an official transcript is available.

State Board approved continuing education units (SB-CEU's) awarded bargaining unit members will be exchanged for semester hours of credit. Six (6) CEU's will equal one (1) semester hour. A maximum of eighteen (18) CEU's will be allowed per year (September 1st through August 31st) effective September 1, 1990. CEU's will not be credited toward eligibility for the masters, educational specialists or doctoral salary lanes unless otherwise accepted by an accredited institution that grants those degrees.

SCHEDULE A - 1990-91  
(Adjusted June 30, 1991)

<u>STEP</u>	<u>BA</u>	<u>BA +15</u>	<u>MA</u>	<u>MA +15</u>	<u>ED.S/ MA +30</u>	<u>PH.D/ ED.D</u>
1	22,867	23,782	25,154	26,297	27,441	28,584
2	24,351	25,325	26,786	28,003	29,221	30,438
3	25,816	26,849	28,398	29,688	30,979	32,270
4	27,364	28,459	30,101	31,469	32,837	34,204
5	29,001	30,161	31,901	33,351	34,801	36,250
6	30,457	31,675	33,503	35,026	36,548	38,072
7	31,976	33,255	35,174	36,773	38,371	39,971
8	33,577	34,919	36,934	38,612	40,291	41,971
9	35,257	36,668	38,783	40,546	42,309	44,072
10	37,235	38,822	41,580	43,538	45,496	47,454

This schedule is based on semester hours of work beyond the B.A. degree.

To qualify for higher educational levels of pay, an official transcript shall be provided to the Superintendent's Office accompanied by a letter requesting this change.

Movement to higher educational lanes will be granted also at semester.

Requests must be made by October 15 and March 15.

If an official transcript is not available at that time from the university, any other official document such as a grade card, will serve until an official transcript is available.

State Board approved continuing education units (SB-CEU's) awarded bargaining unit members will be exchanged for semester hours of credit. Six (6) CEU's will equal one (1) semester hour. A maximum of eighteen (18) CEU's will be allowed per year (September 1st through August 31st) effective September 1, 1990. CEU's will not be credited toward eligibility for the masters, educational specialists or doctoral salary lanes unless otherwise accepted by an accredited institution that grants those degrees.



SCHEDULE A - 1991-1992

<u>Step</u>	<u>BA</u>	<u>BA +15</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30/ Ed.Sp.</u>	<u>PhD/EdD</u>
1	23,553	24,495	25,909	27,086	28,264	29,441
2	25,081	26,085	27,590	28,843	30,098	31,351
3	26,590	27,654	29,249	30,579	31,908	33,238
4	28,185	29,312	31,004	32,413	33,822	35,231
5	29,871	31,066	32,858	34,351	35,845	37,338
6	31,371	32,626	34,508	36,077	37,645	39,214
7	32,936	34,253	36,229	37,876	39,523	41,170
8	34,584	35,967	38,042	39,771	41,500	43,230
9	36,315	37,768	39,946	41,762	43,578	45,395
10	38,352	39,987	42,827	44,844	46,861	48,878

This schedule is based on semester hours of work beyond the B.A. degree.

To qualify for higher educational levels of pay, an official transcript shall be provided to the Superintendent's Office accompanied by a letter requesting this change.

Movement to higher educational lanes will be granted also at semester.

Requests must be made by October 15 and March 15.

If an official transcript is not available at that time from the university any other official document such as a grade card, will serve until an official transcript is available.

State Board approved continuing education units (SB\_CEU's) awarded bargaining unit members will be exchanged for semester hours of credit. Six (6) CEU's will equal one (1) semester hour. A maximum of eighteen (18) will be allowed per year (September 1st through August 31st) effective September 1, 1990. CEU's will not be credited toward eligibility for the masters, educational specialists or doctoral salary lanes unless otherwise accepted by an accredited institution that grants those degrees.

SCHEDULE A - 1991-1992  
(Adjusted June 30, 1992)

<u>Step</u>	<u>BA</u>	<u>BA +15</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30/ Ed. Sp.</u>	<u>PhD/EdD</u>
1	24,495	25,475	26,945	28,169	29,395	30,619
2	26,084	27,128	28,694	29,997	31,302	32,605
3	27,654	28,760	30,419	31,802	33,185	34,568
4	29,312	30,485	32,244	33,709	35,175	36,640
5	31,065	32,308	34,173	35,725	37,279	38,832
6	32,626	33,931	35,888	37,520	39,151	40,782
7	34,253	35,623	37,678	39,391	41,104	42,817
8	35,967	37,405	39,564	41,362	43,160	44,959
9	37,768	39,279	41,544	43,433	45,322	47,210
10	39,886	41,587	44,540	46,638	48,735	50,833

This schedule is based on semester hours of work beyond the B.A. degree.

To qualify for higher educational levels of pay, an official transcript shall be provided to the Superintendent's Office accompanied by a letter requesting this change.

Movement to higher educational lanes will be granted also at semester.

Requests must be made by October 15 and March 15.

If an official transcript is not available at that time from the university any other official document such as a grade card, will serve until an official transcript is available.

State Board approved continuing education units (SB-CEU's) awarded bargaining unit members will be exchanged for semester hours of credit. Six (6) CEU's will equal one (1) semester hour. A maximum of eighteen (18) CEU's will be allowed per year (September 1st through August 31st) effective September 1, 1990. CEU's will not be credited toward eligibility for the masters, educational specialists or doctoral salary lanes unless otherwise accepted by an accredited institution that grants those degrees.

SCHEDULE A - 1992-1993

<u>Step</u>	<u>BA</u>	<u>BA +15</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30/ Ed. Sp.</u>	<u>PhD/EdD</u>
1	25,230	26,239	27,753	29,014	30,277	31,538
2	26,867	27,942	29,554	30,897	32,241	33,584
3	28,484	29,623	31,332	32,756	34,180	35,605
4	30,191	31,399	33,211	34,720	36,230	37,739
5	31,997	33,277	35,198	36,797	38,397	39,996
6	33,605	34,949	36,965	38,646	40,325	42,006
7	35,281	36,692	38,809	40,573	42,337	44,101
8	37,046	38,527	40,751	42,603	44,455	46,308
9	38,901	40,457	42,790	44,736	46,681	48,627
10	41,083	42,834	45,876	48,037	50,197	52,358

This schedule is based on semester hours of work beyond the B.A. degree.

To qualify for higher educational levels of pay, an official transcript shall be provided to the Superintendent's Office accompanied by a letter requesting this change.

Movement to higher educational lanes will be granted also at semester.

Requests must be made by October 15 and March 15.

If an official transcript is not available at that time from the university any other official document such as a grade card, will serve until an official transcript is available.

State Board approved continuing education units (SB-CEU's) awarded bargaining unit members will be exchanged for semester hours of credit. Six (6) CEU's will equal one (1) semester hour. A maximum of eighteen (18) CEU's will be allowed per year (September 1st through August 31st) effective September 1, 1990. CEU's will not be credited toward eligibility for the masters, educational specialists or doctoral salary lanes unless otherwise accepted by an accredited institution that grants those degrees.

SCHEDULE A - 1992-1993  
 (Adjusted June 30, 1993)

<u>Step</u>	<u>BA</u>	<u>BA +15</u>	<u>MA</u>	<u>MA +15</u>	<u>MA +30/ Ed. Sp.</u>	<u>PhD/EdD</u>
1	26,239	27,289	28,863	30,175	31,488	32,799
2	27,941	29,060	30,737	32,133	33,531	34,927
3	29,623	30,808	32,585	34,066	35,548	37,029
4	31,399	32,655	34,540	36,109	37,679	39,249
5	33,277	34,608	36,606	38,269	39,933	41,596
6	34,949	36,347	38,443	40,191	41,938	43,686
7	36,692	38,160	40,361	42,196	44,030	45,865
8	38,528	40,068	42,381	44,307	46,233	48,160
9	40,457	42,076	44,502	46,525	48,548	50,572
10	42,726	44,548	47,711	49,958	52,205	54,452

This schedule is based on semester hours of work beyond the B.A. degree.

To qualify for higher educational levels of pay, an official transcript shall be provided to the Superintendent's Office accompanied by a letter requesting this change.

Movement to higher educational lanes will be granted also at semester.

Requests must be made by October 15 and March 15.

If an official transcript is not available at that time from the university any other official document such as a grade card, will serve until an official transcript is available.

State Board approved continuing education units (SB-CEU's) awarded bargaining unit members will be exchanged for semester hours of credit. Six (6) CEU's will equal one (1) semester hour. A maximum of eighteen (18) CEU's will be allowed per year (September 1st through August 31st) effective September 1, 1990. CEU's will not be credited toward eligibility for the masters, educational specialists or doctoral salary lanes unless otherwise accepted by an accredited institution that grants those degrees.



COST OF LIVING ADJUSTMENT (COLA) 1987-1990

Each teacher shall receive a cost of living adjustment (COLA) as a deferred salary increase upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereafter referred to as CPI. The amount of the deferred salary increases shall be the dollar equivalent of the percentage increase - rounded to the nearest one tenth of one percent - of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule.

This percentage shall be determined by subtracting the CPI of April, from the CPI of April of the previous year; the remainder shall then be divided by the CPI of April of the present year. The resulting amount of money shall be paid rounded to the nearest \$1.00 to each teacher no later than June 30, 1990. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck.

EXAMPLE:            April, 1984        Detroit C.P.I.    187.9  
                      April, 1985        Detroit C.P.I.    202.8  
  
                      202.8 - 187.9 = 14.1  
  
                      14.1 - 187.9 = .075 = 7.5%

Maximum COLA 0%

Multiply each step on the salary schedule by 0%

For example on a salary of \$20,000, this would be multiplied by 0%.  
\$20,000 x 0% = \$0

The new salary schedule would, therefore, be altered to reflect the change and read \$20,000.

SCHEDULE A - COLA

- A. COLA payments shall be applied to all salary lanes, longevity payments, (in the year which payments commence), and payments for Schedule B. COLA payments will be pro-rated for part-time employees.
- B. If the government changes the make-up, timing, or base year of the index herein listed, representatives of the Board and the Association shall meet for the purpose of negotiating a new COLA criteria.
- C. In the event a teacher does not complete a school year or is employed for less than the school year, the COLA adjustment shall be pro-rated upon a ratio of the number of work days such teacher worked to 184.5 work days multiplied by the COLA adjustment.

ARMADA AREA SCHOOLS  
Extra Duty  
SCHEDULE B - 1990-1991

FOOTBALL		BAND	10.5%
Varsity	10.5%	PLAYS (each)	4.5%
Assistant	8.5%	CLASS ADVISORS	
J.V.	8.5%	Senior (each)	4.5%
J.V. Assistant	8.5%	Junior (each)	3.5%
Freshman	6.5%	Sophmores	3 %
Freshman Assistant	4.5%	Freshman	3 %
Seventh & Eighth	6.5%	Eighth	3 %
7th & 8th Assistant	4.5%	Seventh	3 %
		Sixth	3 %
BASKETBALL (Boys & Girls)		DRAMA CLUB - Middle School	3.5%
Varsity	10.5%	TALENT SHOW - Middle School	3.5%
J.V.	8.5%	SCIENCE CLUB - Middle School	3.5%
Freshman (boys)	6.5%	YEARBOOK	
8th	6.5%	High School	6 %
7th	6.5%	Middle School	5 %
GIRLS VOLLEYBALL		Elementary	4 %
Varsity	10.5%	CHORUS	5.5%
J.V.	8.5%	STUDENT COUNCIL	
BASEBALL		High School	4.5%
Varsity	9.5%	Middle School	4.5%
Assistant	7.5%	NATIONAL HONOR SOCIETY	
TRACK (boys & girls)	9.5%	High School	3.5%
TENNIS	9.5%	SKI CLUB	
WRESTLING	9.5%	High School	3.5%
GIRLS SOFTBALL		Middle School	3.5%
Varsity	10.5%	INTERNATIONAL CLUB	
J.V.	8.5%	High School	3.5%
INTRAMURALS		COMPUTER CLUB	
H.S., M.S., EL.	4.5%	Middle School	3.5%
ATHLETIC DIRECTOR	11 %	NEWSPAPER	
GOLF	8.5%	Middle School	3.5%
CHEERLEADING		PROJECT PRIDE/VIP	
Varsity	10.5%	Middle School	3.5%
J.V.	8.5%	SCADDS	
Freshman	6.5%	Middle School	3.5%
Eighth	6.5%	ART CLUB	
Seventh	6.5%	Middle School	3.5%
BOWLING	4.5%	MATURATION TEACHER	3.5%
DRIVER EDUCATION \$14/per hr.		BOEC/DECA	
		High School	4.5%
		SCHOOL STORE	
		Middle School	3.5%

Percentages are based on the BA scale in Schedule A. Increments are based on the number of years of experience in that activity in Armada.

Advisors of new clubs and organizations formed with the approval of the administration during a school year will be paid a percentage agreed upon by the Board and the Association.

All appointments on Schedule B shall be subject to the approval of the Superintendent. 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.

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 of any governmental agency, as a result of the institution or reinstitution 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

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, such instructional additional days will be rescheduled as follows:

- Prior to January 15 - on the Monday of mid-winter break and Friday of mid-winter break;
- After January 15 - at the end of the school year.

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.

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:

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 without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

SCHOOL CALENDAR FOR 1990-1991

- September 4 Teacher duty day
- September 5 School begins for students
- November 8 High & Middle School Conferences / regular student day  
3:30-5:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)
- November 9 High & Middle School Conferences / student recess day  
9-12:00 (1/2 teacher duty day)
- November 15 Elementary School Conferences / regular student day  
3:30-5:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)
- November 16 Elementary School Conferences / student recess day  
9-12:00 (1/2 teacher duty day)
- Nov. 22-25 Thanksgiving recess
- December 21 Christmas recess begins after last class
- January 3 School resumes
- Feb. 15-18 Mid-winter break
- March 28 Easter recess begins after last class
- April 8 School resumes
- April 11 Middle & High School Conferences / regular student day  
3:30-5:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)
- April 12 Middle & High School closed on Friday
- April 18 Elementary Conferences / regular student day  
3:30-5:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)
- April 19 Elementary School closed on Friday
- May 27 Memorial Day
- June 13 Last day: full day for students

Inservice Days: 4 one half days will be scheduled by each building.



SCHOOL CALENDAR FOR 1991-1992

August 26 Teacher duty day

August 27 School begins for students

August 30 - September 2 Labor Day recess

September 3 School resumes

November 7 Middle & High School Conferences / regular student day  
3:30-5:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)

November 8 Middle & High School Conferences / student recess day  
9:00-12:00 (1/2 teacher duty day)

November 14 Elementary School Conferences / regular student day  
5:30-8:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)

November 15 Elementary School Conferences / student recess day  
9:00-12:00 (1/2 teacher duty day)

November 28-December 1 Thanksgiving recess

December 20 Christmas recess begins after last class

January 6 School resumes

Feb. 14-17 Mid-winter break

April 2 Middle & High School Conferences / regular student day  
3:30-5:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)

April 3 Middle & High School closed on Friday

April 9 Elementary School Conferences / regular student day  
3:30-5:30 p.m. 6:30-9:00 p.m. (2 teacher duty days)

April 10 Elementary School closed on Friday

April 15 Easter recess begins after last class

April 27 School resumes

May 25 Memorial Day

June 8 Last day -- full day for students

Inservice Days: 4 one half days will be scheduled by each building.

SCHOOL CALENDAR FOR 1992-1993

August 31 Teacher duty day

September 1 School begins for students

September 4-7 Labor Day Recess

September 8 School resumes

November 12 Middle & High School Conferences / regular student day  
3:30-5:30 p.m. 5:30-9:00 p.m. (2 teacher duty days)

November 13 Middle & High School Conferences / student recess day  
9:00-12:00 (1/2 teacher duty day)

November 19 Elementary School Conferences / regular student day  
3:30-5:30 p.m. 5:30-9:00 p.m. (2 teacher duty days)

November 20 Elementary School Conferences / student recess day  
9:00-12:00 (1/2 teacher duty day)

Nov. 26-29 Thanksgiving recess

December 22 Christmas recess begins after last class

January 4 School resumes

Feb. 19-22 Mid-winter break

April 1 Middle & High School Conferences / regular student day  
3:30-5:30 p.m. 5:30-9:00 p.m. (2 teacher duty days)

April 2 Middle & High School closed on Friday

April 8 Easter recess begins after last class

April 19 School resumes

April 22 Elementary School Conferences / regular student day  
3:30-5:30 p.m. 5:30-9:00 p.m. (2 teacher duty days)

April 23 Elementary School closed on Friday

May 31 Memorial Day

June 30 Last day --- full day for students

Inservice Days: 4 one half days will be scheduled by each building.