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1971-72

1971 - 1972

MASTER AGREEMENT

between

THE BOARD OF EDUCATION

and

THE ARMADA EDUCATION ASSOCIATION

Armada Board of Ed.

Armada Area Schools
23550 Center Road
Armada, Michigan 48005

71-6/30/72

MEA
1216 Kendale
E. Lansing, MI
48823

AGREEMENT

This Agreement entered into this _____, 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, 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

- A. The Board recognizes the Armada Education Association as the exclusive bargaining representative for all regularly employed full time employees who are certified by the Michigan Department of Education, including classroom teachers, guidance counselors, librarians, psychologists, diagnosticians, social workers, speech and hearing therapists, homebound teachers, clinicians, and teacher consultants, but excluding Substitute Teachers, the Superintendent, Assistant Superintendent, Administrative Assistant, Business Manager, Principals, Assistant Principals, and all other employees.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II - BOARD RIGHTS

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:

- (1) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) 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;
- (4) 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;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, 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 AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. 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.
- B. The Association shall have permission to use school building facilities at all reasonable hours for meetings not conflicting with the school calendar.
- C. In response to reasonable written requests the Board agrees to furnish the Association committee concerned all available information concerning the financial resources of the district, together with information which may be necessary for the above mentioned committee to process any grievance or complaint.
- D. 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 or marital status or membership in any employee organization.

- E. 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.
- F. The terms and conditions of an individual contract will be subject to and will incorporate the terms and conditions negotiated in the Master Agreement.
- G. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- H. 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 ten equal deductions (one per school month) in accordance with the "Payroll Deduction for Continuing Membership" plan conducted by the M.E.A.

When authorized by the individual teacher, a designated sum may be deducted and remitted to the Macomb County Schools Employee Credit Union, health insurance company designated by A.E.A. and the Board approved tax sheltered annuity program.
- I. The Teacher in fulfilling their 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 judgement.
- J. 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.

- K. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student 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. Continued exclusion from class must be with the approval of the principal.
- L. It is the responsibility of each teacher to honor Board policies and administration regulations not in conflict with this agreement. The Board agrees to provide the teacher with Board and Administrative Policy.
- M. Responsibility of the teacher includes but is not limited to:
1. Careful daily preparation of lessons, lectures, demonstrations, etc.
 2. Voluntary participation in building and district-wide curriculum study. A K-12 curriculum study to insure a continuous and even flow of educational material and academic learning throughout all grades of the school system will be scheduled to begin within the first six weeks of the school year.
 3. Reasonable participation in public-oriented activities of the school such as:
 - a. Open House
 - b. PTA meetings
 - c. Public performances of children in plays, concerts, athletic activities, etc.
 - d. Art, science, etc. fairs
 4. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and furnishing essential reports and information required by administrators.
 5. Consideration of home conditions which hamper learning and make scheduling of parent-teacher conferences during usual school hours impossible.
 6. Reserving Tuesdays for staff meetings which are called by the administration. All teachers shall attend the meeting unless specifically excused by the administrator.

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to and incorporated in this agreement.
- B. A newly employed teacher may be placed at any step on the salary schedule.

A teacher returning to the system after a break in service of five years or more may be placed at any step on the salary schedule.

A teacher with five or more years teaching experience shall not be placed lower than the fifth step on the salary schedule and no teacher shall be given experience credit on the schedule in excess of his teaching or related experience.

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.

- C. If the need arises for one teacher to appear before the State Labor Mediation Board, the teacher shall be released from regular duties without loss of salary.
- D. The Board will grant a total of four (4) days per year released time without loss of pay for use by the officers of the Association for association business. (illustration) limited to four days for one person, one day for four persons, or other such combinations per year equal to four days.)
- E. Full time teachers substituting during their preparation period shall be paid \$5.00 per full period class assignment.
- F. Class advisors will be assigned by mutual consent of the teacher and administration on a rotation basis. If in the opinion of the Board of Education, a teacher is not suitable for assignment as a class advisor such teacher shall be removed from the rotation schedule.

A teacher with seniority on the staff shall be given first consideration for any opening involving supplemental pay, if in the opinion of the Board of Education the teacher is qualified for such opening.

- G. Teachers involved in extra duty assignments shall be compensated in accordance with Schedule B which is attached to and incorporated in this agreement.

- H. 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 of ten (10) cents per mile. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- I. 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 ration the preparation period bears to the total number of class periods per day.
- J. Teachers are paid on the basis of 187 duty days. Deductions for days lost or for a partial year's service shall be determined on the basis of 1/187th of the annual salary. The hourly rate will be determined by dividing the daily rate by 7½ hours.
- K. The Board agrees to pay the full annual premium for family coverage in the Michigan Blue Cross-Blue Shield Hospital-Medical Insurance Plan for Comprehensive Hospital Care and the Master Medical Plan. The Board shall pay the full premium including the proposed increase which was approved in September 1971, for Blue Cross-Blue Shield rates. Any further increase in rates during the life of this contract shall be paid by the teacher. At the Option of the teacher, the Board agrees to pay an amount not to exceed the above cost toward the MEA Hospital-Medical Plan.
- L. The Board will provide \$3,000 of Term Group Life Insurance for all employees in the bargaining unit payable to their designated beneficiary.

ARTICLE V - TEACHING HOURS

- A. The teacher's normal working day shall not exceed 7½ hours including a thirty minute duty free lunch period. Assigned time shall not exceed six (6) hours.

Teachers shall arrive in the morning in tome to meet their first class and may leave in the afternoon following their last class except on those days in which a meeting or conference has been scheduled.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Whenever a vacancy in any professional position in the district shall occur, the Board shall publicize the same by posting in every school building notice thereof in writing for a period of at least seven (7) calendar days. During the summer vacation period, the Board will mail a notice to the Association secretary who, prior to leaving for the summer, will leave his mailing address with the Superintendent.
- B. Teachers shall not be assigned outside the scope of their teaching certificates in their major or minor field of study except temporarily and for good cause.
- C. Teachers affected by a change in grade or subject assignment will be notified as soon as practicable and reassigned. If two or more teachers request reassignment to the same position, the selection will be made by the Superintendent based upon professional background and attainments of all applicants and the length of time each has been employed within the school system.

Teachers shall be notified of their tentative teaching assignment for the next school year by the first of August.

- D. It is the sole responsibility of the teacher to meet and maintain certification requirements as prescribed by 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.

ARTICLE VII - TEACHING CONDITIONS

- A. The Board and the Association recognize that appropriate texts, library reference facilities, music supplies and equipment, maps and globes, lab equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving discipline procedures, and the selection and use of educational tools. The Board shall consider all joint recommendations and shall implement those recommendations which in the Board's judgement shall be beneficial to the school district.

- B. The Board shall make available as soon as practical in each school adequate lunchroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- C. Telephone facilities shall be made available to teachers for their reasonable use. All toll calls for personal business shall not be charged to the school but are to be listed on the form available and paid for by the teacher.
- D. A vending machine for beverages may be installed in the teachers' lounge 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.
- E. Adequate parking facilities shall be made available to school personnel.
- F. Each member of the Association shall receive a tuberculin test or chest X-ray as evidence of freedom from tuberculosis. If the tuberculin skin test is positive, a chest X-ray is required. The test shall be taken annually and must be conducted within nine (9) months of employment. A statement signed by a physician shall be filed in the employees personnel file within fourteen (14) days after the first day of regular school sessions of each school year.

ARTICLE VIII - PAID LEAVE OF ABSENCE AND DISABILITY INSURANCE

- A. The Board of Education shall grant paid leave days up to five per year. Such days may be used for-
 - 1. Illness of employee
 - 2. Emergency, critical illness, or death 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. Bereavement shall also include grandchildren and grandparents.
 - 3. Maximum of two days for personal business which cannot be handled outside of school hours, the same to be requested and approved by the superintendent.
 - 4. 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 proceeding and actually testifies.
 - 5. Time necessary to take the Selective Service physical examination.

- B. The Board of Education shall carry an insurance policy which shall protect the income of the teacher for personal illness after the fifth day of absence as follows according to the rules and regulations of the insurance policy:
1. After the fifth day of absence, the insurance shall pay 70% of the daily rate of pay not to exceed \$1,200 per month for illness of the employee for 52 weeks.
 2. After 52 weeks, long term disability applies at 60% of the daily rate of pay not to exceed \$1,200 per month until age sixty-five.
- C. Paid Leave of Absence in addition to those covered under item A. may be granted as follows:
1. Time necessary not to exceed three days per year for a death in the immediate family as defined in item A.
 2. a. Court appearance as a witness in any case connected with the school when subpoenaed as a witness on behalf of the Board of Education.
b. When subpoenaed as a witness on behalf of a party other than the Board of Education in any case connected with the teachers employment if the teacher actually testifies on that day.
 3. Visitation at other schools, attending educational conferences, or conventions when approved by the Principal or Superintendent.
 4. Time necessary to take the Selective Service physical examination.
- D. Sick Leave Accumulation Frozen- 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.

Teachers may draw from their accumulated sick days, not to exceed five days per year, for absences covered in Article VIII, A. which are in excess of the five days granted in said section.

Said days shall be deducted from the accumulated sick days thus reducing the total accumulated days eligible for payment upon retirement.

- E. Upon return from sick leave of absence, not to exceed one year, the teacher shall be assigned to the same position, if available, or a substantially equivalent position.

ARTICLE IX - LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted at the discretion of the Board, upon application for the following purposes:
 1. Study related to the teacher's license field.
 2. Study to meet eligibility requirements for a license other than that held by the teacher.
 3. Study, research, or special teaching assignment involving probable advantage to the school system.

B. Maternity Leave-

A maternity leave shall be granted without pay for a period not to exceed one full school year to any married woman teacher upon evidence of pregnancy. A written application for maternity leave must be made to the Board not later than the end of the third (3rd) month of pregnancy, and must be accompanied by a physician's written statement indicating the anticipated date of delivery. Maternity leave shall commence not later than the end of the fifth month of pregnancy, except that when this date fails within one school month of the end of the semester the teacher may be permitted to complete the semester. Reinstatement of teachers returning from maternity leave shall be for the month of September following the end of their leave. Written notification of intent to return to the system shall be made to the Superintendent by such teacher prior to April 1st in order to be reinstated the following September.

Any teacher granted maternity leave may make arrangements to continue hospitalization and life insurance coverage as provided in Article IV hereof at her own expense during her leave.

Any teacher who furnishes satisfactory evidence of pending adoption proceedings, and who applies in writing to the Board not less than sixty (60) days prior to the requested leave, shall be granted "Maternity Leave".

- C. Military leaves of absence shall be granted to any teacher inducted into military duty to any branch of the Armed Forces of the United States. Such leave shall be governed by the rules of the Selective Service and laws therein provided.

ARTICLE X - TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing a minimum of once per semester for probationary teachers and once per year for tenure teachers.
- B. The evaluation shall be reviewed with the teacher and a copy of the written evaluation presented to the teacher within ten (10) school days from the date the evaluation is filed in the teacher's personnel file.
- C. The teacher shall be entitled, if he so desires, to have present a representative of the association when reviewing his evaluation.

- D. A second semester evaluation for probationary teachers shall be submitted to the teacher prior to 60 days before the end of the school year stating the probable tenure recommendation.
- E. Each teacher shall have the right upon request to review the contents of his own personnel file with the exception of confidential materials.

ARTICLE XI - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers in maintaining control and discipline.
- B. 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 Board, who will counsel with the teacher.
- C. 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.
- D. 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.
- E. A teacher may take such reasonable steps as necessary to protect himself from attack or to prevent injury to another student.

ARTICLE XII - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific Article or Section of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article:
 - 1. Failure to re-employ or the termination of the services of any probationary teacher.

2. The placing of a non-tenure teacher on a third year of probation.
 3. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1937 of Michigan as amended).
- C. If the teacher or Association does not process the alleged grievance with the Building Principal at level one within ten (10) school days following the date on which the act or condition of the alleged grievance occurred, then the grievance will be considered waived.

D. PROCEDURE

Level One: Any teacher or the Association shall discuss the grievance with the Building Principal in an informal manner. The Principal shall have five (5) school days in which to resolve the problem.

Level Two: Within five (5) school days of receipt of the decision of the Principal, the Aggrieved teacher or the Association may appeal to the Superintendent. The appeal shall be in writing, shall specify the Article and Section of the Agreement allegedly violated, and shall contain the reasons for the appeal. Within ten (10) school days after receipt of the appeal, the Superintendent shall render his decision with reasons in writing.

Level Three: Within five (5) school days of receipt of the written decision of the Superintendent, the aggrieved teacher or the Association may appeal the decision of the Superintendent to the Board of Education. The appeal shall be in writing, shall contain the same wording as the grievance filed with the Superintendent, and shall contain the reasons for the appeal.

Level Four: If the grievance is not satisfactorily resolved at level three, the aggrieved teacher or Association may, within five (5) school days of receipt of the decision of the Board, submit the grievance to mediation or factfinding as established by statute through the State Labor Mediation services. The findings or recommendations of the State Labor Mediation services shall not be binding on either party but may serve as useful and meaningful guidelines to a peaceful settlement of any issues. All parties shall be so notified.

Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes.

- E. The Association reserves the right to determine the validity of a grievance and to process only those grievances which are in direct violation of the Master Agreement.
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.

ARTICLE XIII - NEGOTIATION PROCEDURES

- A. 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.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7 a.m. to report unavailability for work. Once a teacher has reported unavailability prior to 7 a.m., it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. 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 amendment to this Agreement.
- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- D. 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Educational programs and/or projects outside the normal day school program do not fall under this Agreement unless specifically included.

F. This contract is controlled by the Economic Stabilization Act of 1970 and Executive Order No. 11615, (wage-price freeze) or any additions, supplements or amendments thereto.

ARTICLE XV - DURATION OF AGREEMENT

This Agreement shall be and continue in full force until June 30, 1972. This Agreement shall not be extended orally, but may be extended by mutual written consent.

In Witness Whereof:

The parties hereto have executed this Agreement by their duly authorized representatives on the _____ of _____, 1971.

ARMADA EDUCATION ASSOCIATION

ARMADA BOARD OF EDUCATION

BY _____
President

BY _____
President

Secretary

Secretary

Armada Area Schools
Schedule A
1971-72

Step	B.A.	B.A. + 15 4%	M.A. 8%	M.A. + 15 12%	Ed.S. 16%
0	8,128	8,453	8,778	9,103	9,428
1	8,575	8,918	9,261	9,603	9,946
2	9,022	9,383	9,744	10,103	10,464
3	9,469	9,848	10,227	10,603	10,982
4	9,916	10,313	10,710	11,103	11,500
5	10,363	10,778	11,193	11,603	12,018
6	10,810	11,243	11,676	12,103	12,536
7	11,257	11,708	12,159	12,603	13,054
8	11,704	12,173	12,642	13,103	13,572
9	12,151	12,638	13,125	13,603	14,090
10	12,598	13,102	13,606	14,110	14,613

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

To qualify for higher educational levels of pay an official transcript shall be provided to the business office on or before October 15 of each school year.

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.

Armada Area Schools
Extra Duty
Schedule B

Football		Band	9%
Head	9%	Plays	Each 3%
Assistant	7%	Senior Class Advisors	Each 3%
JV	7%	Junior Class Advisors	Each 2%
Freshman	5%	Debate	3%
Basketball		Yearbook	3%
Head	9%	Chorus	4%
Assistant	7%	Girls	
Freshman	5%	Basketball	7%
J.H. 8th	5%	Cheerleading-	
7th	5%	Varsity & J.V.	3%
Baseball		7th, 8th, 9th	2%
Head	6%	G.A.A.	3%
Assistant	5%	Driver Education \$6 per hour	
Track	6%		
Tennis	6%		
Wrestling	6%		
Golf	6%		
Athletic Director	9 $\frac{1}{2}$ %		

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