ARMADA AREA SCHOOLS

MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
ARMADA AREA SCHOOL DISTRICT
ARMADA, MICHIGAN

AND THE

THE ARMADA EDUCATION ASSOCIATION
MEA-NEA
ARMADA, MICHIGAN

2024-2027

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AGREEMENT

This agreement entered into ,2024 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 hereinafter called the "Association."

WITNESSETH

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

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

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

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

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

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

ARTICLE I - RECOGNITION

1. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 379, Public Acts of 1965, for all regular full-time and part-time employed professional personnel certified by the Michigan State Board of Education whose position with the district requires a valid certificate, including personnel on tenure, on probation, classroom teachers, guidance personnel, and certified librarians employed by the Armada School District and those non-certified personnel hired under State Statute Sec. 380-1233 of 1990 excluding full or part-time supervisors and executive or administrative personnel, business manager, Title I director, curriculum coordinator, reading director, director of community education, community school program teachers (including high school completion, enrichment, and recreation teachers), special education coordinators, substitute teachers per diem appointments, aides and paraprofessionals, teachers in programs not part of regular school year including summer school, noon period supervisors, office and clerical employees, custodial employees, and all other non-certified employees of the Board of Education.

2. The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above.

3. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

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

5. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Such authorization shall be voluntary since it is understood that the payment of dues is not a condition of employment. Written notice of revocation shall be effective to cancel all deductions which are scheduled more than thirty (30) days after the date the written notice is received by the Board. Pursuant to such authorization, the Employer shall deduct such dues, assessments and contributions from the regular salary check of the bargaining unit member every two weeks for ten (10) months, beginning in September and ending in June of each year. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than two (2) weeks following the deduction, accompanied by a list of bargaining unit members from whom the deductions have been made. The amount of the deduction shall be determined by the Association each year.

6. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA Fund for Children and Public Education (formerly known as "NEA-PAC") contributions or any other programs jointly approved by the Association and Employer. When authorized by the individual teacher, a designated sum may be deducted and remitted to: The Macomb Schools and Government Credit Union, health insurance companies named in this agreement, and one of the Board approved tax-sheltered annuity programs. Additional companies and programs may be added by mutual consent of the Association and Board.

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

    a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

    b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

    c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

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

ARTICLE II - BOARD RIGHTS

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

    a. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees in respect to the execution of their professional duties and responsibilities.

    b. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

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

    d. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.

    e. To determine class schedules, the hours of instruction, the duties, responsibilities, assignments, and the terms and conditions of employment of teachers and other employees, and other professional activities as they relate to the duties and responsibilities of teachers. In the event that any change is necessary in professional activities as they relate to the duties and responsibilities of teachers, the Board may consult with the Association.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board and the adoption of policies, reasonable rules, regulations, and practices in furtherance therewith shall be limited only by the specific and express terms of this agreement and then only to the extent specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall have permission to use school building facilities at all reasonable hours for meetings not conflicting with the school calendar. Cost of using these facilities shall be mutually agreed between the Association and the administration.

2. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district for collective bargaining.

3. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

4. Teachers shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through representatives of their own choice and shall not be discriminated against as a result of such activities. The teacher shall not be discriminated against as a result of instituting a grievance, complaint, or proceeding under this Agreement or because he/she 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 fifteen (15) 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 fifteen (15) days for Association use at the current substitute rate. Additional days may be bought by mutual agreement between the Superintendent and the President of the Association.

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

1. Teachers are entitled to full rights of citizenship. No religious or political activities will be grounds for discrimination. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, disability, or membership in any employee organization.

2. Rights teachers may have under the Michigan General School Laws or applicable tenure laws and regulations shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

3. The terms and conditions of an individual contract will be subject to and will incorporate the terms and conditions negotiated in the Master Agreement and in Board policy.

4. The teacher in fulfilling his/her obligations shall deal justly and considerately with each student, shall encourage the student to study varying points of view, and shall respect his/her right to form his/her own judgment.

5. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal in writing. Reasonable efforts shall be made to provide such special attention as is required.

6. It is the responsibility of each teacher to honor Board policies and Administrative regulations not in conflict with this Agreement. The Board agrees to provide the Association access to Board and Administrative policies by placing a copy of same in each building's administrative office.

7. Responsibility of the teacher includes but is not limited to:

    a. Careful daily preparation of lessons, lectures, demonstrations, etc.;

    b. Participation in building and district-wide curriculum study;

    c. Participation in public-oriented activities of the school including up to three (3) events and two (2) conferences totaling not more than fourteen (14) hours;

    d. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and furnishing essential reports and information required by Administrators;

    e. Maintain appropriate communication with parents which will enhance student achievement;

    f. Consideration of conditions which make scheduling of parent-teacher conferences during usual school hours impossible;

    g. Up to eleven (11) per school year regularly scheduled for staff meetings which are called by the Administration to be held before or after school. The fourth Monday shall be reserved for A.E.A. meetings. Administration agrees to notify teachers 24 hours in advance except for emergencies.

8. The parties recognize that children having severe physical, mental and/or emotional problems as defined in state/federal rules may require unique and special intervention.

    a. Every effort will be made to provide teachers with advance notice of placement and appropriate information related to the child's disability.

    b. The services of appropriate consultants will be made available to the classroom teacher depending on availability. Such services shall be deemed to include, but not limited to, special education personnel or intermediate school district services.

    c. The teacher will be supplied with materials and equipment needed for the educational experience of severely disabled children, as determined by the IEPC.

    d. All referring and receiving teachers of students considered for special education services are invited to participate in the IEPC process.

    e. Teachers who receive medically fragile students will not be required to perform medical services for the student including but not limited to tracheotomy suctioning or diapering.

    f. Every reasonable effort will be made to equalize the number of disabled students in any regular classroom.

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

the reason for such review.

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

11. When teachers are requested to sign material placed in their files, such signature shall be understood to indicate their awareness of the material but shall not be interpreted to mean agreement with the content of the material.

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

13. No material will be placed in the teacher's personnel file without prior knowledge of the teacher.

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

15. Requests for information under the Freedom of Information Act

    a. All requests must be made in writing and include the name and address of the person(s) or organization(s) making the request.

    b. Once a FOIA request is received by the Board, the teacher and Association President shall be notified as soon as feasible and provided with a copy of the FOIA request.

    c. Before release of any document, the teacher and/or the Association will have the opportunity to review the document(s).

    d. The Board shall honor all exemptions to the production of documents contained in Section 13 (1) of FOIA.

    e. On any documents that may be released under a FOIA request, all exempt material must be redacted.

16. No bargaining unit member shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges;

nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, including adverse evaluation of bargaining unit member's performance, shall be subject to the grievance procedure, hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standard and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirement of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

17. The Board recognizes the value of progressive correction which normally begins with formal counseling, and when appropriate, the affected bargaining unit member will be notified in writing of alleged violations together with suggested corrections for improvement. A program of progressive discipline shall be followed. The following progression of discipline shall be followed prior to the imposition of any other economic discipline on any member of the bargaining unit:

    a. Oral and/or written warning, then
    b. Written reprimand, then
    c. One (1) to three (3) day suspension without pay, then
    d. Over three (3) day suspension without pay, then
    e. Discharge

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

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

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

21. Complaints, as defined in this Section, shall not be useable for the purposes of annual bargaining unit member performance evaluations unless the complaint is substantiated but

not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

22. Any alleged serious or repetitious infractions of rules or delinquency in professional performance known by an administrator but not brought to a bargaining unit member's attention within ten (10) school days of said infraction, shall not be the subject of further evaluation or record.

23. No bargaining unit member will evaluate or discipline other bargaining unit members.

24. All bargaining unit members shall be treated fairly and equitably.

ARTICLE V - TEACHER EVALUATION

1. Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

    a. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

    b. An evaluation of the teacher's job performance with timely and constructive feedback.

    c. Clear approaches to measuring student growth with relevant data on student growth.

    d. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

    e. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.

        i. The Student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as agreed upon annually by a district evaluation committee composed of bargaining unit members and administrators.

    f. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

2. The negotiated Performance Evaluation system shall be available on the District website and all forms shall be included in an Appendix of the Collective Bargaining Agreement. Forms shall include a Post-observation Feedback Form, Year-End Evaluation Reporting Form, and Individual Development Plan (IDP) Form.

    a. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

        i. The teacher shall be notified no later than September 30 of each year (or within two weeks for an member hired after the start of the school year) who the administrator will be that conducts their year-end evaluation. Teachers will be evaluated by either the building principal, assistant principal or immediate supervisor. Teachers who travel

between buildings will be evaluated by the administrator of the building where the preponderance of the teacher's duty time exists.

ii. A meeting shall be held with the appropriate administrator and the first year probationary teacher. This meeting shall take place within thirty (30) calendar days of each first year probationary teacher's first day of work. The purpose of the meeting is to discuss the goal and expectation plan for the year. The formal individualized development plan (IDP) shall be created with input from the teacher and appropriated administrator.

iii. Bargaining unit members shall not evaluate other bargaining unit members.

iv. Observations conducted by other bargaining unit members shall not include any type of written feedback.

v. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. The lesson plan shall be available to the administrator no more than two days before the classroom observation. Unless identified as a deficiency in performance within an existing IDP, teachers will not be required to submit lesson plans to administrators except to comply with the provisions of this Section.

vi. The observation must include a review of pupil engagement in the lesson that is observed.

vii. The first observation shall be no less than forty-five (45) minutes.

viii. There shall be notice of the first observation date given to the teacher at least five (5) school days prior to the observation. Upon such notice, the teacher will provide information relative to 2.a.v and 2.a.vi before the observation occurs.

ix. Feedback on both 2.a,v and 2.a,vi will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred unless an extension of the time frame is mutually agreed upon by the teacher and the administrator. At the post-observation meeting, the teacher will be provided written feedback.

x. There shall be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than January 15th.

xi. A mid-year performance update shall be provided to any teacher for whom there is a concern that he/she may be rated less than effective.

xii. After two less than effective observations, a teacher, at his/her request will be observed by a different administrator.

b. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than Memorial Day of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

c. Teachers may have an Association representative present at meetings or conferences between the teacher and the Administrator held for the purpose of discussing a written evaluation report. Should the evaluation of a teacher prove unsatisfactory, the Association shall be made aware of that fact prior to the teacher's discussion with the administrator to review the evaluation.

d. Upon request, any teacher shall be granted the right to an independent evaluation by the

Superintendent or his/her designee.

e. Teachers who work less than 60 days in any school year, who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process, as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district. If the prior year evaluation was not conducted by the district, no rating shall be assigned.

f. In addition to the above procedures (Sections 2. a-e), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

   i. Specifically identified areas that need improvement.
   ii. Specific performance goals, in writing, that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher. Specific performance goals shall be stated in behavioral terms, measurable and observable.
   iii. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
   iv. Assistance which may include time during the school day, material, resources, and/or consultant services to assist in meeting the goals of the IDP.
   v. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section 2.a above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
   vi. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

g. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

h. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

3. Rights of Tenured Teachers:
   a. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

      i. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting, with any modifications of the year-end performance rating, shall be provided to the teacher within thirty (30) calendar days after the meeting.

      ii. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

a) The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
b) Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

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

4. Probationary Employee Non-Renewal

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

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

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

a. The district shall provide, during contractually scheduled time, training to all teachers on the evaluation system, reporting forms, and other important components of the year-end evaluation process and how each reporting form is used during the process.

b. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years, that minimally includes all of the following:

i. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
ii. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching.
iii. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
iv. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
v. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently

applying the evaluation criteria.

ARTICLE VI - TEACHING HOURS

1. Prior to the beginning of the school year, teachers shall meet with the appropriate principal on request and with mutual agreement.

2. The teacher's day will consist of 7 hours and 11 minutes, including lunch, preparation and class time.

    a. For all classes, except band and orchestra, a zero hour or a seventh hour may be scheduled on a voluntary basis. Teachers volunteering for zero or seventh hour shall have their schedule modified so as not to exceed the seven hour and 11-minute teacher workday. This means that the 7 hour and 11-minute hours must be consecutively scheduled.

3. Teachers shall have a 30-consecutive minute, duty-free lunch period.

4. Teachers shall receive unassigned preparation time as follows:

    a. Elementary: No fewer than 40 consecutive minutes of preparation each day. Elementary teachers will have at least 275 minutes of preparation time per week. In the event 275 minutes of preparation time per week, resulting from the schedule established for Specials Teachers, is not possible, then Elementary teachers will receive 40 minutes of preparation time daily, which must be consecutive, and the additional time will be provided by a daily recess, not including lunch recess. Teachers will continue to have the flexibility to schedule recess in 15-minute minimum blocks on a daily basis and will work within their grade or subject levels to develop a schedule. If grant monies are available, grade level classroom teachers will receive an additional one-half day of released time per trimester for the purpose of meeting by grade level to coordinate curriculum.

    b. Secondary: Consecutive time equivalent to one of the six class periods.

    c. Duty time before and after school will not exceed 11 minutes.

5. The Administration will make every attempt to limit the number of secondary preparations to three or less.

6. Instructional time will not exceed five (5) hours and forty-seven (47) minutes.

7. Teachers who are required to travel to another building will have at least ten minutes for travel time (exclusive of prep or lunch periods), or be paid the prorata per diem rate for any minutes fewer than 10 minutes provided for travel.

8. Teachers shall be informed of a telephone number that they must call prior to 6:00 a.m. to report unavailability for work. Whenever possible, teachers should call before school is out to verify the succeeding day's absence.

9. The Board wishes to retain the involvement of teachers for daily non-teaching duties such as

recess and noon-hour. Teachers will be involved in the scheduling of these duties.

10. The Board is committed to compliance with Cognia standards in the establishment of teaching hours.

11. If the state requirement for minimum days and hours of pupil instruction changes during the life of this Agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction.

ARTICLE VII - TEACHING CONDITIONS

1. The Board shall make available in each school adequate lunchroom and lavatory facilities exclusively for staff use and at least one room appropriately furnished which shall be reserved as a staff room.

2. A vending machine for beverages may be installed in the staff rooms if requested by the Association, the proceeds to be used for a teachers' fund. Such vending machines shall be maintained by the teachers, with no maintenance from the custodians, and at no expense to the school.

3. Paved and adequately maintained parking shall be provided for the staff at each building. The parking lot shall be free from student parking and other student areas.

4. Teachers shall be held accountable for misuse and/or negligent use of school materials, equipment, technology, and facilities under their supervision and shall properly store such property in facilities provided by the school district.

5. The pupil-teacher ratio, class assignments, and teaching load are an important aspect of an effective educational program. The parties agree that class size, class assignments, Special Education student assignment, and teaching load will be equalized, if feasible, and shall be reasonably consistent with the past practice of the Board, providing funds, scheduling, and building facilities are available to effectively reach the desired changes, and with the policy established by the State Department of Education. The individual teacher may agree to participate in different types of group instruction such as large groups or experimental programs. The individual teacher may also agree to accept more than his/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. The Board will assure an adequate supply of materials is maintained to meet the instructional needs of the staff.

7. In developing the goals, standards and content of the K-12 curriculum, the Board agrees that the input from teachers and Association will be considered.

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

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

a. Participation in this committee is voluntary.

b. Requests for payment for the additional stipend for appropriate in-service work completed during the school year must be made before the final pay day in August.

c. Nothing this committee does shall violate the Master Agreement.

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

8. Participation in any building or district school improvement committee is voluntary.

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

   b. The administrator(s) and teachers will mutually agree to the process for selecting the teacher representatives.

9. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher, unless the bargaining unit member achieved tenure in another district. The mentor teacher will be available to provide professional support, instruction and guidance.

   a. Participation as a mentor shall be on a volunteer basis.

   b. The mentor position will first be offered to a current bargaining unit member who is tenured and has a satisfactory record of evaluation. If no tenured teacher agrees to be a mentor, the Principal of the affected building will meet with the Association President to discuss the situation to resolve the situation.

   c. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit mentee.

   d. Every effort will be made to match mentor teacher with mentees who work in the same building and have the same area of certification.

   e. The mentee shall be assigned to one (1) mentor teacher at a time.

   f. A mentor teacher shall be assigned to only one (1) mentee at a time, unless the Association and the Administration mutually agree to additional mentees for a mentor.

g. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher, mentee and the building principal after ninety (90) working days. The appointment may be renewed in succeeding years.

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

i. The administration shall make available three (3) days per year for the bargaining unit mentor to work with his/her mentee in his/her assignment during the work day. Administrative approval is required for such days. If the mentor and mentee work in the same building, the administration will attempt to arrange for a common preparation time.

j. It shall be the obligation of teachers to satisfy state laws or regulations pertaining to professional development training, certification requirements, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements.

k. Professional development training required by law or regulation, such as Section 1526 of the Michigan School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.

l. Bargaining unit members who serve as mentors shall receive up to two bonus days or $600 during each year they serve as a mentor. Bargaining unit members who choose to receive two bonus days can not earn any additional bonus days for subbing for another bargaining unit member.

10. In the event the Board of Education considers authorizing a public school academy or considers applying for a public school academy contract with another body authorized to grant such a contract, the Board will immediately notify the Association of its intent prior to adopting or implementing such a plan. There shall be at least one trimester's notice and opportunity for the Association to negotiate the impact of such a program on the bargaining unit. The parties mutually pledge that every effort shall be made to complete negotiations at least one month prior to the implementation of any charter or academy school program.

11. Decisions regarding the application for waivers from the Department of Education Special Education administrative rules will be discussed with the Association prior to the application being made.

12. Indoor Air Quality:

    Each building will have Indoor Air Quality Policies and Procedures. To facilitate the work, each building shall use the EPA Tools for Schools Action Kit as a guide for monitoring indoor air quality. A kit for the use of staff will be placed in each building.

13. Macomb Academy of Art and Science (MA^2S):

a. The Academy teachers are Employees of the Armada School District

b. Vacancies will be posted per Article VIII of the Master Agreement.

c. An Academy teacher who wishes to transfer to the regular program must provide notice to the Academy administrator by March 1.

d. The work year and length of the school day will be the same as that of the regular program.

e. As members of the bargaining unit, all provisions of the Master Agreement will be applicable to the teachers of the Academy, unless otherwise agreed upon between the Association and the Board.

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS, VACANCIES & NOTIFICATIONS

1. It is the sole responsibility of the teacher to meet and maintain certification requirements as prescribed by the state law. Any loss of state aid or penalties assessed against the school district for improper certification of a teacher shall be charged directly against that teacher's salary.

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

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

4. The Board shall publicize the vacancies by giving written notice to the Association President, posting the vacancy on the district website, and sending the posting, by email, to all bargaining unit members. The vacancy shall be posted for at least ten (10) work days. If the posting is for a job that is new to the district, then a sufficient description of the job content shall be included in the posting as well as the requirement of the State Board for certification. No position shall be permanently filled until the expiration of the posting period. Vacancies which occur during the summer months, when regular school is not in session, will be sent to the Association President and listed on the district's web site for the posting period of five (5) days.

5. The District President shall be notified of resignations from bargaining unit members occurring between June 15 and the first day of school.

6. Teacher Transfers

   a. For the purposes of this Agreement, reassignment shall mean a change in department at the high school or MA^{2}S, within a department or grade at the middle school, or grade level within each elementary school, or within the Special Education Department.

b. A transfer shall mean a change between schools.

c. Teachers affected by a change in grade or subject assignment will be notified as soon as practical before their reassignment or transfer.

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:

   a. An involuntary transfer shall be made only after a meeting with the teacher involved, the administration, and the Association representative. At which time the teacher shall be notified in writing of the reasons for the transfer.

   b. Notice of the involuntary transfer shall be given to the teacher involved immediately upon the decision to transfer.

8. Although reassignment, as described in paragraph 6 of Article VIII, does not require the same procedures as in involuntary transfer, it is understood that the Administration shall discuss with the teacher the rationale for the reassignment. This communication is especially important when reassigning teachers from elementary level (early to later elem.), or in the secondary levels from a major to a minor area.

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 IX – REDUCTIONS IN STAFF, LAYOFF, RECALL

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

2. The Superintendent or designee shall determine the positions proposed to be eliminated and shall meet with the Association President at least ten (10) days before the meeting at which the Board will consider proposed layoffs for the purpose of discussion and reviewing the proposed layoffs and related matters. Bargaining unit member's being laid off shall receive a thirty (30) calendar day notice in writing before the effective date of layoff for those layoffs which occur during the summer months and no less than one (1) full semester/trimester for layoffs during the school year.

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

4. Order of Reduction

   In the event of layoff the order of reduction for bargaining unit member's shall be as follows:

   a. Non-certified bargaining unit members, in positions that require certification, and temporary members will be laid off first, provided there are certified and qualified bargaining unit members to replace them as allowed by law.

   b. If reduction is still necessary, then probationary bargaining unit members, tenured bargaining unit members, and bargaining unit members in positions that do not require certification will be laid off based on the following:

      i. Bargaining unit members with the highest evaluation rating shall be retained. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support. For the 2024-2025 school year, highly effective and effective shall be considered equal, developing shall be considered equal to minimally effective, and needing support shall be considered equal to ineffective.

      ii. Where evaluation ratings are the same, bargaining unit members with no formal discipline shall be retained over bargaining unit members with formal discipline. Formal discipline is defined as two or more letters of reprimand or discipline resulting in a suspension documented in the bargaining unit member's personnel file.

      iii. Where evaluation ratings and discipline are the same, the bargaining unit member with the highest seniority shall be retained. Where seniority is the same, the date and time of the signing of the individual contract shall be the tie breaker.

5. The Board shall give written notice of layoff by sending a registered letter or certified letter to the bargaining unit member at his/her last known address. It shall be the responsibility of the bargaining unit member to notify the Board of any change in address.

6. Bargaining unit members, on the district insurance, who are laid off shall have insurance benefits continued and paid by the Board throughout the summer recess (August 31st) for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit members shall have insurance benefits continued and paid for by the Board until the end of the month that follows the date of layoff. After that, a laid off bargaining unit member may continue his/her insurance benefits in accordance with the Carrier's layoff/benefit continuation policy inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

7. The Association recognizes that the decision of the Board as to whether there shall be layoffs is final.

8. Recall Procedure

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

   b. If there are bargaining unit positions that are created and/or vacant, laid off bargaining unit members who are certified and qualified or licensed for the position(s) will be given the first

opportunity to fill such positions. Notification shall be given to all laid off bargaining unit members and the Association President and the vacancy or vacancies shall be filled based on the following:

i. Bargaining unit members with the highest evaluation rating shall be offered the position. Evaluation ratings, highest to lowest, include Effective, Developing, Needing Support. For the 2024-2025 school year, highly effective and effective shall be considered equal, developing shall be considered equal to minimally effective, and needing support shall be considered equal to ineffective.

ii. Where evaluation ratings are the same, bargaining unit members with no formal discipline shall be retained over bargaining unit members with formal discipline. Formal discipline is defined as two or more letters of reprimand or discipline resulting in a suspension documented in the bargaining unit member's personnel file.

iii. Where evaluation ratings and discipline are the same, the bargaining unit member with the highest seniority shall be offered the position. Where seniority is the same, the date and time of the signing of the individual contract shall be the tie breaker.

9. Any laid off bargaining unit member to whom notice of recall was sent by certified mail, return receipt requested, must notify the Board of the acceptance of the position within seven (7) calendar days of the date the recall notice was mailed from the Board Office. The Board shall also notify the Association of the recall. If the laid-off bargaining unit member fails to accept the offered full-time position, that bargaining unit member shall be dropped from the recall list.

10. It is the responsibility of the laid-off bargaining unit member to notify the Superintendent or designee by certified mail, return receipt requested, of any change in his/her mailing address.

11. A laid off bargaining unit member shall retain recall rights for a period of three (3) years following the layoff or a length of time equal to his/her seniority, whichever is greater.

12. Bargaining unit members who are laid off shall accrue seniority to a maximum of three (3) years during the period such bargaining unit members are laid off. In the event that a laid-off teacher is recalled for a period of time and then laid off again, the teacher shall be eligible to accrue additional seniority to a maximum of three (3) years during the period of subsequent layoff.

13. Definitions

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

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

c. Bargaining unit members shall be considered qualified for positions for which they possess the appropriate certification or licensure.

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/her teaching obligations will allow, full particulars of the incident, in writing, on request by the principal. Prior to the next meeting of that class or the beginning of the next school day, the principal will state in writing, on request by the teacher, the course of action which will be taken to alleviate the disruptive situation.

2. The Board recognizes its responsibility to give all reasonable support and assistance to teachers in maintaining control and discipline.

3. Any case of assault upon a teacher (or if any teacher is complained against or sued as a result of disciplinary action taken against a student) it shall be promptly reported to the administration, who will counsel with the teacher.

4. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's leave, but such time shall not exceed five (5) days. Additional leave may be granted upon approval of the Board.

5. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable, except in cases of gross negligence, for any damage or loss to person or property.

6. A teacher may take such reasonable steps as necessary to protect himself/herself from attack or to prevent injury to another student.

7. The Armada Education Association and the Board of Education agree that the Superintendent will consider on a case-by-case basis the need to release teachers from teaching duties for illness without loss of pay when such illness is reasonably determined to be a result of exposure to student illness.

ARTICLE XI - SENIORITY

1. Seniority is defined as the total length of service as a member of the bargaining unit in the district.

2. Should two members have identical seniority dates, the date and time of the signing of the individual contract will determine those members' places on the seniority list for the duration of this Agreement.

3. Any bargaining unit member who becomes an administrator in Armada shall receive seniority credit for the number of years accrued as a bargaining unit member.

4. The Board shall exclude tenure in a capacity other than as a classroom teacher in the individual continuing contract issued to teachers hired or placed in such a capacity on or after September 1, 1984.

5. The Board of Education shall furnish the Association with an updated seniority list sixty (60) days after the beginning of each school year.

ARTICLE XII - PAID LEAVES OF ABSENCE AND DISABILITY INSURANCE

1. The Board of Education will grant paid time off days (PTO) up to eleven (11) per year and each bargaining unit member will carry over unused PTO days. Bargaining unit members working ¾ (three quarters) of a day or more shall be credited eleven (11) PTO days. Bargaining unit members working less than ¾ (three quarters) of a day shall be credited with five and one-half (5 ½) PTO days. Bargaining unit members working less than ¾ (three quarter) of a day will be charged for a ½ (half) day each time they are absent. Bargaining unit members working ¾ (three quarters) of a day or more will be charged for a full day. If a teacher is employed for less than the full school year, the allowance is reduced by one day for each month of the school year in which they are not employed.

2. Unused PTO days shall accumulate up to 115 days.

    a. A bargaining unit member that leaves employment for the purpose of retirement and is eligible for and receives benefits under the Michigan Public Schools Employee Retirement System shall be paid for a maximum of ninety (90) days of her/his accumulated PTO leave at a rate of $50.00 per day if notification of their intent to retire is received by the district no later than the last school day in March.

    b. If notification is received after the last school day in March, a bargaining unit member that leaves employment for the purpose of retirement and is eligible for and receives benefits under the Michigan Public Schools Employee Retirement System shall be paid for a maximum of ninety (90) days of her/his accumulated PTO leave at a rate of $45.00 per day.

3. Sick Leave Bank

    a. All employees covered by this Agreement shall participate in the sick leave bank.

    b. Each year, each bargaining unit member will contribute days from his/her paid time *off* which will be deposited in the bank until the bank is built up to at least two hundred and thirty (230) days. The number of days contributed by each member will be on the following basis: bargaining unit members with at least twenty four (24) paid time *off* days will contribute one (1) day; bargaining unit members with at least thirty six (36) paid time *off* days will contribute 2 days; bargaining unit members with at least forty eight (48) paid time *off* days will contribute 3 days. If, within a given school year, the bank is depleted to fewer than seventy-five (75) days, the Superintendent and the Association President will meet to discuss ways to replenish the bank. Teachers in their first year of teaching in Armada will not be required to contribute any of their paid time *off* days to the unit bank.

    c. For teachers with less than 4 years of experience in Armada, ten (10) school days of illness or disability will not be covered by the unit bank but must be covered by the employee's own accumulated PTO or absence without pay days. Following the tenth (10th) day of absence for the teacher's own extended illness (or extended illness of a dependent child under the age of 18), a teacher may withdraw days from the unit sick

bank. A statement from a physician is required before a teacher can withdraw such days.

d. For teachers with 4 or more years of experience in Armada, a minimum of twenty (20) school days of illness or disability will not be covered by the unit bank but must be covered by the employee's own accumulated PTO or absence without pay. Teachers with more than 20 days of accumulated PTO must use all but 30% of her/his accumulated PTO before withdrawing days from the unit sick bank. Following the twentieth (20th) day of absence, or use of all but 30% of accumulated PTO, for the teacher's own extended illness (or extended illness of a dependent child under the age of 18), a teacher may withdraw days from the unit sick bank. A statement from a physician is required before a teacher can withdraw such days.

e. A Person withdrawing sick leave days from the unit sick leave bank will not be required to replace such days except as a regular contributing member of the bank.

f. The president of the Association shall be apprised annually as to the status of the bank and shall certify as to the accuracy of the additions or deductions from the bank.

g. A maximum of forty-five (45) days for an extended illness (or extended illness of a dependent child under the age of 18) may be drawn by one individual from the bank during one school year. Should a teacher, returning to work without using the total forty-five (45) days, experience a relapse from the same illness as certified by his/her physician, he/she shall be granted access to the unused portion without waiting an additional twenty (20) day period. Teachers with less than 4 years of service will be able to use a maximum of 55 days from the bank.

4. PTO days shall be used only as hereinafter provided:

a. A bargaining unit member unable to work for a period of three (3) consecutive days shall be required to provide evidence on the fourth day of absence (1) of illness or (2) of family or personal reasons or (3) of an emergency situation. The Superintendent or designee may require documentation from a physician (M.D. or D.O.) to return to work. Extended compensable PTO beyond three (3) consecutive days shall require periodic medical statements at least every two (2) weeks confirming the member's inability to work. Failure to produce such documentation may result in the additional PTO time being designated as non-compensable.

b. PTO which prevents a teacher from attending parent-teacher conferences shall be chargeable unless the teacher chooses to provide a roster for parents to request personal contacts and submits a log of completed contacts within fifteen (15) work days following the conference. This log will be submitted to the appropriate building administrator and the Superintendent or designee.

c. No PTO days shall be granted:

i. The day before or after holidays/breaks except for an illness of the teacher or a member of his/her immediate family, documented family or personal reasons, or in the case of an emergency.
ii. The first or last day of school except for an illness of the teacher or a member of

his/her immediate family, documented family or personal reasons, or in the case of an emergency.

iii. For more than three (3) consecutive days except for an illness of the teacher or a member of his/her immediate family, documented family or personal reasons, or in the case of an emergency.

iv. PTO may be granted on the above days by the Superintendent or designee for special occasion purposes including, but not limited to, weddings, graduations, Acts of God. The denial of use of PTO on these days is not grievable.

v. Bargaining unit members may be able to use up to five (5) consecutive PTO days with appropriate notice to and approval of the Board or its designee.

5. Personal Time Accumulations

a. If a teacher uses only one (1) paid time off day, the Board shall grant two (2) bonus days without restriction. If a teacher uses only two (2) paid time off days, the Board shall grant one (1) bonus day without restriction. Teachers have the opportunity to earn these bonus days in addition to bonus days earned by subbing for another teacher or acting as a mentor.

b. Teachers have the opportunity to earn up to two bonus days throughout the school year by subbing for another teacher during their prep period. In this case, teachers would have two options for compensation.

i. $50/hour, per contract, or;

ii. Apply each class period worked toward earning a "Bonus Day" of leave to be used at the teacher's discretion during the school year. Six class periods worked = One Bonus Day. Three class periods worked = one half bonus day.

iii. Teachers can choose to be paid or apply time worked toward a Bonus Day of leave.

iv. At the elementary level, voluntary participation, at the request of administration, in after school, non-contractual, committees or events shall also qualify for $50/hour.

v. Half bonus days can only be used on a district half day, as defined on the district calendar. They cannot be used to take off half of a full day.

vi. Bonus days cannot be used in conjunction with PTO to extend a break.

vii. Bonus days and PTO can be combined for a maximum of three (3) consecutive leave days.

viii. No more than three (3) bonus days can be used consecutively.

ix. No more than four (4) bonus days can be earned in a school year (two (2) from either subbing or mentoring and two (2) from attendance).

x. Unused bonus days, up to a maximum of five (5), will roll over into the next school year.

xi. Any and all bonus days may accumulate to five (5). Teachers that have a bonus day accumulation above five (5) may choose to have those bonus days added to the employee's accrued leave account or be paid out for a portion or all bonus days above five (5) at a rate of one hundred dollars ($100.00)/day. Bonus day balances over five (5) days, should the

employee choose to have all or some days over five (5) paid out, will be paid out at the end of each school year, no later than the last pay in June. Bonus days earned prior to the last pay in June of the current school year shall be included in the current school year accumulation.

xii. Full class period credit toward a bonus day will be given regardless of the length of the class period.

xiii. Bonus days upon retirement, resignation, or termination will be paid out at a rate of one hundred dollars ($100.00)/day.

6. The Board of Education shall carry an insurance policy, per the specifications as referenced in Article XIV, which protects the income of the teacher for personal illness after sixty-five (65) days of absence thereafter according to the rules and regulations of the insurance policy.

7. Paid leave of absence may be granted as follows:

   a. Bereavement time necessary not to exceed five (5) days per death in the immediate family. Immediate family shall be defined as those persons listed in paragraph 1b. and shall also include grandchildren, grandparents and guardians, or other person who permanently resides in the household. One bereavement day shall be granted for an aunt, uncle, sister-in-law, brother-in-law, niece or nephew if necessary. One bereavement day may be granted for the death of a colleague at the discretion of the Superintendent.

   b. Court appearance as a witness in any case connected with the teacher's employment with the school whenever the teacher is subpoenaed to attend such proceedings. If requested, the teacher shall produce evidence of such subpoena.

   c. Court appearances when subpoenaed as a witness on behalf of a party other than the Board of Education in any case connected with the teacher's employment.

   d. Absence for jury duty service by a teacher. Such absence will not be charged to the sick leave allowance, and the school district will pay the difference in salary between the teacher's daily salary and any fee the teacher is paid for jury duty.

   e. Visitation at other schools, attending educational conferences, or conventions when approved by the Principal and/or Superintendent.

   f. If the need arises for one teacher(s) to appear before the State Labor Mediation Board, the teacher shall be released from regular duties without loss of salary.

8. Upon return from sick leave of absence, within the same school year, the teacher shall be assigned to the same position. If the leave extends beyond one school year, the teacher will be assigned to the same position or a substantially equivalent position.

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:

   a. Study related to the teacher's license field;

b. Study to meet eligibility requirements for a license, other than that held by the teacher;

c. Study, research, or special teaching assignment involving probable advantage to the school system;

d. Personal and/or family;

e. Military leaves;

f. Career alternatives;

g. Maternity/Medical.

i. The Board will grant medical/maternity leaves of absence to any teacher who is disabled due to personal illness, accident, or pregnancy. In the case of disability exceeding five (5) days, the Board may request a supporting statement from the teacher's physician.

ii. Whenever possible in case of medical/maternity leaves, the teacher must submit a written notice of such leave at least forty-five calendar days prior to the expected delivery date.

iii. A teacher on medical/maternity leave must return to work as soon as one is physically able to fulfill one's normal duties. A teacher may be required to submit proof of disability to the Board during the leave. The Board reserves the right to require teachers on such leave to report upon reasonable notice for a physical examination by appropriate specialists to determine whether the medical/maternity leave is warranted. If the report of the Board's physician and the report of the teacher's physician are in disagreement or conflict, the affected teacher shall be examined at the Board's expense by an appropriate specialist in the area of controversy at a hospital in the Detroit Metropolitan area for final determination in the matter which shall be binding on the parties.

iv. In cases where a teacher has been on medical/maternity leave for more than ten (10) days, the Board may require that upon returning to work the teacher shall submit a statement from his/her physician that he/she is able to return to work, and/or be certified as able to return to work by a licensed physician chosen by the Board. If there is a dispute as to whether the teacher is able to return to work, it shall be resolved in the manner set forth above.

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

vi. Any teacher granted said leave may make arrangements to continue at

his/her expense hospitalization and life insurance coverage per COBRA.

h. Child Care Leave

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

2. Forty-five (45) calendar days before the end of the school year or the termination of the leave, whichever is earlier, any teacher on such leave shall notify the Board of his/her intention to:

   a. return from leave

   b. request another leave, or

   c. resign.

3. Notification must be made by registered mail. Failure to give such notification shall result in termination of all employee rights.

4. This article shall also cover cases of adoption.

5. The Board will grant up to twelve (12) weeks of family and medical leave during a twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993. All requests for such leave will be made to the Superintendent. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided. An employee may be required to use all available paid leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave.

ARTICLE 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, Continuing, or Professional Education Certificate and must have accrued seven consecutive full years of teaching service in the Armada Area School District. (Approved leaves of absence shall not cause a break in consecutive years of employment. However, approved leaves of absence shall not be included as one of the seven consecutive years.)

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

4. Each applicant must agree to return to service in the Armada Area School District immediately upon termination of Sabbatical Leave, and to continue in such service for a period of two years, unless physical disability makes this impossible or there is mutual agreement to the contrary.

5. Applicants desiring Sabbatical Leave commencing in September shall file a formal application for Sabbatical Leave with the Superintendent of Schools at his/her office not later than the last work week of the first trimester.

6. The application shall be accompanied by plans for the use of the Sabbatical Leave, evidence that the applicant has been accepted into a graduate program and an exposition of the plan's potential for increasing the applicant's professional competence and such other information as may be necessary as determined by the Committee for Sabbatical Leave.

7. The Committee for Sabbatical Leave shall consist of an elementary and a secondary administrator appointed by the Superintendent and a teacher appointed by the A.E.A., and the A.E.A. President. The Committee shall be chaired by the Superintendent. All will have an equal vote.

8. Consideration shall be given to:

    a. Assured eligibility

    b. The proposed leave's potential for contributing to the applicant's professional growth.

    c. The applicant's prior contribution to the Armada Area Schools and potential for future leadership.

    d. Any other pertinent factors as established by the Committee.

9. In establishing Sabbatical Leave, the Board of Education may grant Sabbatical Leave to one teacher per year as recommended by the Committee for Sabbatical Leave.

10. While on Sabbatical Leave, a teacher shall receive a salary of $100.00 per week to be paid on regular payroll dates, PROVIDED, HOWEVER, that the teacher shall be actively engaged in the actual activity or activities for which said leave was granted for the period of leave hereinafter set forth.

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

12. The teacher is responsible to notify the Business Office of his/her address while he/she is on leave.

13. Should the teacher fail to complete the Sabbatical Leave, have the leave terminated, or fail to return to the system for the required period of service following the Sabbatical Leave, said teacher shall immediately refund all salary and cost of fringe benefits to the school.

14. Sabbatical Leave may not exceed a full school year.

15. A teacher on Sabbatical Leave may not deviate from his/her 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/her 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/she had been employed as a teacher during the period of leave; he/she shall be restored to his/her former position, or to a position of at least a comparable nature for which he/she is certified. When returning, a teacher shall retain previous accumulative days prior to the leave/layoff.

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. It is understood that a teacher shall not be given experience credit on the salary schedule in excess of her/his teaching or related experience, but may be placed on the salary schedule at any Step up to her/his years of experience.

3. A teacher returning to the system after a break in services of one (1) year or more, excluding approved leaves of absence, may be placed at any step on the salary schedule up to her/his teaching or related experience.

4. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule, and said teacher shall have no grievance or legal recourse regarding such placement.

5. Class advisors will be assigned by mutual consent of the teacher and administration on a rotation basis.

6. Masters of Arts/Science Degrees earned must be from the list below and be from any accredited institution recognized by the U.S. Department of Education, NCATE or equivalent, or any public university located in Michigan which is empowered by law to grant Baccalaureate or Advanced Degrees or approved by administration prior to beginning work on the degree in order for the teacher to earn lane advancement for the degree on the salary schedule.

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

   Bargaining unit members whose master's degree required forty five (45) credit hours but less than sixty (60) shall be placed on the MA +15 lane on the salary schedule.

   Bargaining unit members whose master's degree required 60 or more hours shall be placed on the MA +30 lane on the salary schedule.

   Degree lane changes will be paid per trimester as long as notification of the degree is provided

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

7. Teachers involved in voluntary extra duty assignments as set forth in Schedule B and Schedule C, which is attached and incorporated in this agreement, shall be compensated in accordance with the provisions of this agreement without deviation.

8. Teachers required in the course of their work to drive personal automobiles on school business which has been approved by the Board or its agent shall be paid a car allowance equivalent to the current IRS mileage rate. When a Board owned vehicle is available, no mileage is paid. Requests for reimbursement shall be made monthly. Mileage between buildings will be reimbursed when teachers have to make more than one trip per day to that building.

9. Teachers are paid on the basis of 180 duty days. Deductions for days lost or for a partial year's service shall be determined on the basis of 11180th of the annual salary. The hourly rate will be determined by dividing the daily rate by 7 hours and 11 minutes.

10. Full-time teachers substituting during their preparation period shall be paid $50.

11. Secondary teachers who are requested to accept permanent or continuing additional classroom assignment, in lieu of a preparation period, shall receive a portion of their regular salary pro-rated for the duration of the assignment equal to the ratio the preparation period bears to the total number of class periods per day.

12. The Board will provide to the bargaining members the following MESSA Pak Insurance for the full twelve month period for the bargaining unit member and his/her family.

    SPECIFICATIONS:

    Plan A

    MESSA HSA ABC Plan

    Deductible (single) $1,600 (subject to change by law)
    Deductible (two person/full family) $3,200 (subject to change by law)
    Employees who start in the middle of the year, the Board will contribute a pro-rata share of half of the deductible based on the calendar year.

Dental Plan	80/80/60, $1000
Negotiated Life	$50,000 AD & D
Vision	VSP-3 Gold

    Plan B (For Employees not needing Health Insurance):

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

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

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

Teachers shall be responsible for no more than fifty percent (50%) of the total deductible. District funding shall result in no less than fifty percent (50%) of the total deductible.

13. The insurance coverage described shall begin in September of each year and continue for a full twelve (12) month period for all employees who have completed the school year.

14. In the event an employee does not select group medical insurance, they shall select a cash payment of twenty-two hundred dollars ($2,200.00). If an employee goes on an unpaid leave or terminates their employment during the contract year, then the cash payment shall be prorated based upon the number of days worked versus the number of days in the contract year.

    a. The payment shall be made on or before June 30th of the contract year and shall be treated as taxable income if so dictated by law.

    b. All costs for the establishment of and administration of the program will be borne by the employer. The District shall provide all technical support services necessary to fully implement a Section #125 program plan in accordance with IRS Section #125 requirements. In the event the District errs in the administration of the program, the District will be held responsible for the error. Any employee's FICA, Medicare, Federal, State and local taxes applicable to the cash payment received by an employee are the responsibility of the employee.

    c. The terms and conditions covering the cash payment shall be in compliance with Federal and State tax laws.

    d. The election to participate in the cash payment shall be made in September of each contract year. The program shall become effective on October 1 of each year.

    e. The monies may be taken:
        i. as a cash payout;
        ii. be placed in a TSA of the teacher's choice, unless said teacher is already contributing the maximum amount allowed by law in which case the money shall be taken as cash.

    f. The funds and program as provided above shall not hinder any employee from also participating in any other pay reduction plan.

    g. All conditions set forth in the Master Agreement dealing with the termination of fringe benefits will apply to the option/annuity plan.

15. Beginning with the 2024-2025 school year, upon the start of the 15th year of teaching service in the Armada Area School District, the following longevity payment plan will be instituted:

    i. 15 years - an additional $1,100 above salary
    ii. 20 years - an additional $1,600 above salary
    iii. 25 years - an additional $2,100 above salary

    Longevity will be paid out in the first pay period of June

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

ARTICLE XVI - PROFESSIONAL COMPENSATION - PART TIME

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

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

    EXAMPLE: 1 class period = .167 based on teaching 6 periods.

2. The fringe benefits of part-time teachers shall be such that all part time teachers receive MESSA PAK Plan B. Employees working at least .5 FTE may elect health insurance and the Employer will pay a pro-rata share of the Employer contribution to health premiums. (For example, the Employer will pay no less than the amount necessary to result in the employee being responsible for no more than fifty percent (50%) of the total health premium.

3. The cash in lieu of insurance described in Article XIV in paragraph 14 shall not be available for part time teachers.

4. If part-time teachers are required by administration to attend an at-work in-service that will extend their day to a full working day, they will receive compensation for the day equivalent to a full day of work or receive the equivalent hours of comp time.

5. At the start of the work year, part-time teachers will be notified of the length of their workday, including the starting and ending times and program as provided above shall not hinder any employee from also participating in any other pay reduction plan.

ARTICLE XVII - PROFESSIONAL DEVELOPMENT

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

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

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

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

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

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

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

ARTICLE XVIII - OUTBREAK, EPIDEMIC, PANDEMIC LANGUAGE

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

- The district will follow all guidelines established by the State and County Health Departments.

- The district may ask or require an employee to show proof of receipt of the COVID-19 vaccination.

- If a teacher is subject to quarantine/isolation and it is determined that the teacher's quarantine/isolation is due to a school-related exposure or if the point of exposure cannot be determined, the teacher's absence shall not be deducted from the teacher's PTO day total when documentation of testing, within 48 hours, is provided. Once testing is completed, County Health Department guidelines will be followed as to the need for and/or length of the quarantine. The teacher may have daily teaching responsibilities from the teacher's quarantine location unless the teacher is not well enough to complete those duties.

- If a teacher is exhibiting symptoms of COVID-19, as determined by the daily required health screening, and is required to quarantine/isolate, he/she shall not have those days deducted from their PTO day total when documentation of a positive test, within 48 hours, is provided. For a negative test, County Health Department guidelines will be followed as to the need for and/ length of quarantine. The teacher may have daily teaching responsibilities from the teacher's quarantine location unless the teacher is not well enough to complete those duties.

- If a teacher is required to quarantine, due to an identified case of COVID-19 outside of the school environment, the teacher shall use his/her own PTO leave. The teacher will not have teaching responsibilities while using their own PTO leave.

- If a teacher tests positive for COVID-19 and it is determined that it is due to a school-related exposure or if the point of exposure cannot be determined, he/she shall not have any PTO days deducted from their PTO day total when documentation of a positive test, within 48 hours, is provided. If a teacher is asymptomatic, they may have daily teaching responsibilities from their quarantine location. If a teacher is not well enough to teach, they will not have teaching responsibilities.

- District paid days will be "Paid Administrative Leave Days".

- Should virtual instruction be necessary and/or required beyond the 2020-2021 school year, the parties shall mutually agree upon a Letter of Understanding that includes the terms and conditions for virtual instruction and contains, at a minimum, language on the following:

    - Teaching Load and Schedule
    - PD
    - Working Conditions
    - Student Conduct
    - Student Contact
    - Parent Contact

ARTICLE XIX - GRIEVANCE PROCEDURE

1. A grievance is a claim or complaint by a bargaining unit member or group of bargaining unit members of the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

2. Procedure: LEVEL ONE: In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance must be discussed with the principal within five school days of the violation misinterpretation or misapplication, or within five (5) school days of the discovery thereof, but no later than twenty (20) days of the alleged occurrence.

3. LEVEL TWO: If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on a form which shall be available from the Association representative in his/her building. A copy of the completed grievance form shall be delivered to the principal within five (5) school days of the response at Level One. The principal shall indicate his/her 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/her designee shall meet with the Association representatives on the grievance and shall indicate his/her disposition of the grievance, in writing within ten (10) school days of such meeting and shall furnish a copy to the Association within that time limit.

5. LEVEL FOUR: If the Association is not satisfied with the disposition of the grievance by the

Superintendent or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within twenty (20) school days from the receipt by the Association of the Superintendent's response. Only the Association may take a grievance to arbitration. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, he/she 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/her 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 levelwithin the appropriate time frame shall be deemed to be incontestable evidence that the grievance has been settled satisfactorily. Lack of written response within the written time limits at Level Two and Three by the Administration shall allow the Association to move the grievance to the next level.

12. All steps will be followed. During the superintendent's absence, he/she will designate someone to act on grievances. Class action can be filed with one principal, but all steps must be followed.

13. Paid leave shall be provided to any employee of the district who is called to testify at an arbitration hearing.

ARTICLE XX - STRIKES

1. For the duration of the Master Agreement, the Association will not engage in, authorize, encourage, either directly or indirectly, any concerted interruption of educational activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason, and no officer or representative of

the Association or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity.

ARTICLE XXI - NEGOTIATION PROCEDURES

1. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

2. Copies of this Agreement shall be printed at the expense of the Association and Board and presented to all teachers now employed or hereafter employed by the Board.

3. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XXII - DURATION OF AGREEMENT

1. The terms and conditions of this agreement shall be in full force and effect from the first day of September 2024 and shall continue in full force and effect until the 31st day of August 2027.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement by their duly authorized representatives on the day of 2024.

Armada Education Association

Joe McDeitt _____ President/Chief Negotiator

Ursola Curcuru _____ Secretary

Armada Board of Education

Michael A. Murray _____ Superintendent

Shawn Wy _____ Board President

SALARY SCHEDULES

2024-25 Salary Schedule

STEP	BA	BA+15	MA	MA+15	MA+30	PHD
1	43157	44293	46564	48835	51107	53378
2	45099	46285	48660	51033	53406	55780
3	47129	48368	50849	53329	55810	58290
4	49249	50545	53137	55729	58321	60914
5	51465	52820	55529	58237	60946	63654
6	53782	55197	58027	60858	63689	66519
7	56202	57680	60638	63596	66555	69513
8	58731	60276	63367	66458	69549	72640
9	61374	62989	66219	69449	72679	75910
10	64135	65823	69198	72574	75949	79325
11	67021	68785	72312	75840	79368	82894
12	70037	71881	75566	79252	82939	86625
13	73189	75115	78967	82819	86672	90523
14	76483	78495	82521	86546	90572	94596

2025-26 Salary Schedule

STEP	BA	BA+15	MA	MA+15	MA+30	PHD
1	44883	46064	48426	50789	53151	55513
2	46903	48137	50606	53074	55542	58012
3	49014	50303	52883	55462	58042	60622
4	51219	52567	55262	57959	60654	63350
5	53524	54932	57750	60566	63384	66200
6	55933	57405	60348	63292	66236	69180
7	58450	59988	63064	66140	69217	72293
8	61080	62687	65902	69116	72331	75545
9	63828	65508	68868	72227	75587	78946
10	66700	68456	71966	75477	78987	82498
11	69702	71536	75205	78874	82542	86210
12	72838	74756	78589	82422	86257	90090
13	76117	78120	82126	86132	90138	94144
14	79542	81635	85822	90008	94194	98380

2026-27 Salary Schedule

STEP	BA	BA+15	MA	MA+15	MA+30	PHD
1	46678	47907	50364	52820	55277	57734
2	48779	50062	52630	55197	57764	60332
3	50974	52315	54998	57681	60364	63046
4	53268	54670	57473	60277	63080	65884
5	55665	57130	60060	62989	65919	68848
6	58170	59701	62762	65824	68886	71947
7	60788	62387	65586	68785	71986	75185
8	63523	65195	68538	71881	75224	78567
9	66382	68129	71622	75116	78610	82104
10	69368	71194	74845	78496	82147	85798
11	72490	74397	78213	82028	85844	89658
12	75752	77746	81733	85719	89707	93693
13	79161	81244	85411	89577	93744	97909
14	82724	84900	89255	93608	97962	102315

2024-2025

- Contractual steps at the start of the 2024-2025 school year.

- All steps and lanes on the salary schedule will be increased by an on schedule four percent (4%) commencing first semester of the 2024-2025 school year.

- Eliminate Step 2 in previous contract and have a 14-step Schedule A. Employees will advance a step in all three years of new contract. For example:

2023/24 Step	2024/25 Step
2	1 (old Step 3)
3	2
4	3
5	4
6	5
7	6
8	7
9	8
10	9
11	10
12	11
13	12
14	13
15	14
16	14 (Old Step 16)

2025-2026

- Contractual steps at the start of the 2025-2026 school year.

- All steps and lanes of the salary schedule will be increased by an on schedule four percent (4%) commencing first semester of the 2025-2026 school year.

2026-2027

- Contractual steps at the start of the 2026-2027 school year.

- All steps and lanes of the salary schedule will be increased by an on schedule four percent (4%) commencing first semester of the 2026-2027 school year.

SCHEDULE B AND C • EXTRA DUTY

SCHEDULE B **SPORTS**		***SCHEDULE C*** **NON-SPORTS/CLUBS**		
Football		**Band**		
Varsity	10%	High School Director	10%	
Assistant	9%	High School Assistant	7%	
J.V.	9%	Flag Corps Coach	4%	
J.V. Assistant	8%	Middle School Director	5%	
Freshman	8%			
Freshman Assistant	6%	**Play (per play)**	4%	
Seventh & Eighth	6%			
Seventh & Eighth Assistant	4%	**Class Advisors**		
		Senior (2)	$2000	
Basketball		Junior (2)	$2000	
Varsity	10%	Sophomores (1)	$500	
J.V.	9%	Freshman (1)	$500	
Freshman	8%	Eighth (1)	$500	
8th	6%	Seventh (1)	$500	
7th	6%	Sixth (1)	$500	
Volleyball		**Yearbook**		
Varsity	10%	High School	5%	
J.V.	9%	Middle School	4%	
Freshman	8%	Elementary	3%	
Eighth	6%			
Seventh	6%	**Chorus**		
		High School	5%	

Baseball		Middle School	4%	
Varsity	9%	Elementary	2%	
J.V.	8%			
		Student Council		
Track		High School	6%	
Varsity	9%	Middle School	4%	
Assistant (1only)	7%	Elementary	2.5%	
Middle School	6%	**National Honor Society - H.S.**	*4%*	
Assistant (1 only)	4%	**Junior National Honor Society**	2%	
Tennis		**Homeless Liaison**	$600	
Varsity	9%			
JV	7%	**B.O.E.C/D.E.C.A - H.S.**	2%	
Cross Country		**PLC Leaders**		
High School	10%	Elementary 8 Total (1 per grade level, 1 specials, 1 special ed)	$1,200	
Middle School	6%	Middle School 5 Total (4 core, 1 special ed)	$1,200	
		High School 9 Total (English, Math, Science, Social Studies, Spanish/Language, Fine Arts, Counseling, CTE, and Electives/Gym)	$1,200	
Wrestling				
High School	10%	**Clubs**		
High School JV	9%	Maximum of 8 per level (Early El, Later El, MS, HS) Minimum of 20 Hours Hours worked approved by Building Administration	$1,500	

Middle School	6%	**Elem. Safety Sponsor**		
		Early (1)	$1500	
Soccer	9%	Later (1)	$1500	
Girls Softball		**School Improvement Chairs**		
Varsity	9%	High School (1)	*$2500*	
JV	8%	Middle School (1)	$2500	
		Elementary (1)	$2500	
Golf	8%			
		Science Olympiad Coach	3%	
Cheerleading				
Varsity (Football, Basketball, Competitive)	*10%*	**HS Robotics Coach**	4%	
J.V. (Football, Basketball)	6%	**MS Robotics Coach**	4%	
Freshman (Football, Basketball)	6%	**Elementary Lego Coordinator**	2%	
Eighth (Football, Basketball)	6%	**Building Tech. Facilitator**	3%	
Seventh (Football, Basketball)	6%	**BPA Advisor**	4%	
		HOSA Advisor	4%	
Athletic Director High School	11%			
		Elementary Steam Coordinator (1)	$1,000	
Athletic Director Middle School	7%			
		HS Tiger Tutoring (1)	8%	
Varsity Bowling	6%			
		Middle School Newspaper (1)	3%	

		National Board Certification, if not funded by the State of Michigan. If funded by the State of Michigan, there will not be an additional $1400 stipend.	$1400 per year	
		Concurrent/Dual Enrollment	$300 per class (regardless of # of sections)	

A. The percentages above, on Schedule B and Schedule C, will be multiplied by the MA Schedule, except for stipend positions, with step placement determined by the bargaining unit member's years of experience in the activity to determine activity salaries.

B. Beginning with the 2024-2025 school year, bargaining unit members in Schedule B and Schedule C positions will move one (1) full step on the MA schedule, except for stipend positions, every year for time spent within the same program/sport/activity.

C. At the start of the 2024-2025 school year, for both Schedule B and Schedule C, all current bargaining unit members shall be placed on the MA salary schedule, except for stipend positions, at the step equal to his/her experience in the program/sport/activity in Armada. For schedule C activities, current bargaining unit members will be "grandfathered " in if the stipend or percentage amount is less than the amount received in the 2023-2024 school year.

D. For step placement on Schedule B, experience in the same sport shall include experience in the girl's and/or boy's program. Experience in the same sport at the varsity level shall be recognized for step placement at the Junior Varsity and Freshmen level. Experience in the same sport at the high school level shall be recognized for step placement at the middle school level. Experience in the same sport at the middle school level shall not be recognized for step placement at the high school level.

E. Newly employed bargaining unit members may be placed at any step on Schedule B up to but no higher than his/her years of experience in the activity.

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

G. 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.

H. Payment for any activity on Schedule C shall be made in the first pay period of June. All new positions or openings within Schedule C will be posted in every building for seven (7) work days.

I. Approval for a new activity on this schedule must be obtained from the Superintendent. The Association will make application to the Superintendent seeking such approval.

J. Supplemental contracts must be complete prior to commencing activities.

K. Supplemental contract forms must be submitted, prior to receiving stipends, no later than the last day of school.

2024-2025 CALENDAR

AUGUST 2024						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2025						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
INSTRUCTIONAL DAYS	180	6	20	23	16	15	20	18	16	21	21	4
WORK DAYS	180	6	20	23	16	15	20	18	16	21	21	4

PD	7	T1	61
PLC	8	T2	56
Exam	6	T3	56
Full Days	159		173
	180		

NO School - students and staff
PT Conferences

2025-2026 CALENDAR

AUGUST 2025						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

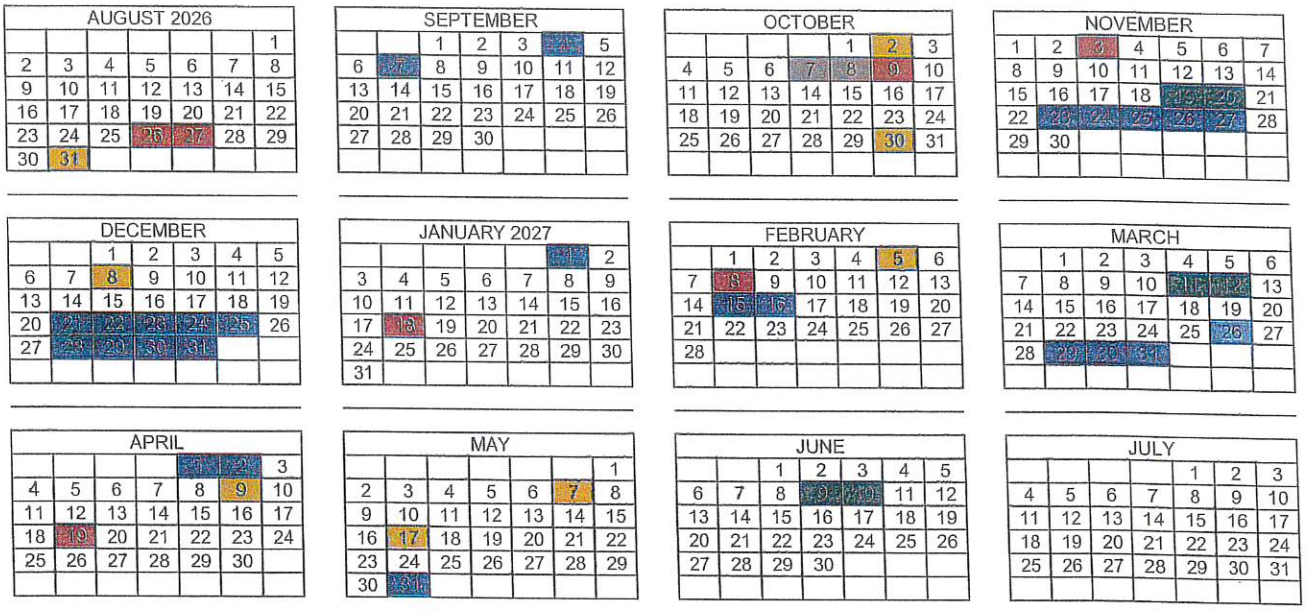
	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
INSTRUCTIONAL DAYS	180	6	21	23	15	15	20	18	20	19	20	3
WORK DAYS	180	6	21	23	15	15	20	18	20	19	20	3

PD	7	T1	61	
PLC	8	T2	56	
Exam	6	T3	56	
Full Days	159		173	
	180			

NO School - students and staff
PT Conferences

2026 - 2027

(Calendar runs Sunday to Saturday)



AUGUST 2026						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
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4	5	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
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22	23	24	25	26	27	28
29	30					

DECEMBER						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2027						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	TOTAL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUN
INSTRUCTIONAL DAYS	180	3	20	22	16	14	20	18	19	20	20	8
WORK DAYS	180	3	20	22	16	14	20	18	19	20	20	8

PD	7	T1	56
PLC	8	T2	61
Exam	6	T3	56
Full Days	159		173
	180		

NO School - students and staff

PT Conferences

WAGE/HEALTH CONTROL LANGUAGE

National Health Insurance Severability Clause

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

Wage and Benefits Control Savings Clause

If any salary/wage or benefits provisions of this Agreement is nullified by an action or any governmental agency, as a result of the institution or 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

1. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required by law so as to qualify the Employer for full state aid, the days will be rescheduled at the end of the school year.

2. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.

3. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, or health conditions, it is agreed that the following school closing provision shall become immediately effective.

4. When conditions not within the control of school authorities (such as, but not limited to, severe storms, fires, or health conditions) result in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty and shall not be required to perform any duties without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled. Should state law change to disallow snow days or require virtual instruction on snow days, teachers will be required to provide instruction accordingly.